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The Solicitors' Journal.

LONDON, JANUARY 15, 1876.

CURRENT TOPICS.

THE REGULATIONS with reference to the appointment of commissioners to administer oaths in the Supreme Court in England may be expected to appear very soon. We are informed that only solicitors who have been in practice for six years and upwards will be eligible, and that all persons applying to be appointed commissioners will be required to give two months' notice to the Incorporated Law Society of their intention to apply for the appointment.

THERE HAS BEEN NO INTIMATION as yet that the imperative requirement of the Judicature Act, 1873, that "there shall be attached to the Supreme Court permanent officers, to be called official referees" has been complied with. It is understood that the officials of the Treasury are engaged in their usual process of haggling over the question of remuneration, and since their sanction is necessary to the determination of the number, qualifications, and tenure of office of the official referees, nothing can be done until they are satisfied. Meanwhile suitors, instead of having referees exclusively devoted to the hearing of cases and paid by the State, have to agree upon a special referee to be paid by themselves. With reference to this subject, a new difficulty has cropped up in practice. Section 57 of the Act of 1873 enables the court to direct, with the consent of the parties, or in certain cases without their consent, questions or issues to be tried either before an official referee "or before a special referee to be agreed on between the parties." Supposing one of the parties refuses to consent to a reference, or to agree to any special referee, what is to be done? Since there are no official referees, the result in this case seems to be that the provision of the section as to compulsory reference is rendered a dead letter.

WE ARE REALLY VERY SORRY to find that it is again our duty to recur to the 5th section of the Vendor and Purchaser Act, 1874, as improved by the joint labours of Mr. Charley, Sir Henry Thring, and the late Attorney-General. Our readers will recollect that, in order to remove a doubt which had arisen in the minds of some sapient practitioners, as to whether the section in question incapacitated a bare trustee from devising his trust estate, a section was inserted in the Land Transfer Act, 1875, on the extraordinary and unintelligible form of which we have recently had occasion to comment. To save our readers the trouble of referring to the Acts, we will briefly set out the two sections. The earlier of the two enacted that on the death of a bare trustee seized of any hereditament in fee simple, such hereditament shall vest, like a chattel real, in his legal personal representative; the later section enacts that the former shall be repealed

on and after the 1st of January, 1876, "except as to anything duly done thereunder before" that date, and enacts "instead thereof," that upon the death of a bare trustee "intestate as to" any hereditament of which he was seized in fee, such hereditament shall vest like a chattel real in his legal personal representative. This nondescript repeal, a mixture of retrospective and non-retrospective phrases, was sure to give trouble to practitioners and judges, and accordingly our readers will find, in a case reported in this week's issue of the WEEKLY REPORTER, a sample of what we might reasonably have expected from so slovenly an enactment. In the case we have referred to (*Christie v. Ovington*) the facts were these:—A bare trustee seized in fee simple died intestate after the passing of the former Act, but before the 1st of January, 1876, and administration was not taken out to his estate. On a consideration of the two sections, Vice-Chancellor Hall came to the conclusion that after the 1st of January, 1876, the legal estate would be in the trustee's heir-at-law. Now, of course, the Vice-Chancellor in coming to this conclusion was either wrong or right. If he was wrong, it is clear that he was led astray by the retrospective air cast on the repealing section by the insertion therein of a saving clause. If he was right, then we have this remarkable result, that—the object of both Acts being to get rid of heirs, who have an uncomfortable knack of proving to be infants or emigrants or something equally unsatisfactory, and the later Act being intended only to get rid of a shadowy doubt—the framers of the improving section have re-introduced the heirs in nearly all the cases of death between the two Acts. We hope this dilemma will prove as amusing to Mr. Charley as were our remarks on the form of the repealing section.

As to the question whether, in fact, the recent decision was right or wrong, our own impression is that it was wrong. If the Vice-Chancellor had considered the object of the two Acts, and been bold enough to discard all considerations arising from the hopelessly unintelligible phraseology of the later section, we think he would have arrived at the conclusion that, from the date of the earlier section, bare trust estates are, for the purposes of devolution, turned into chattels real, and can no longer go near the heir. The trustee had fulfilled the requirements of both Acts by dying intestate; and for our own part we should have some hesitation in following the Vice-Chancellor's decision even in the preparation of the conveyances contemplated as about to be executed in the recent case.

THE CASE OF *Washer v. Elliott*, decided by the Common Pleas Division on Tuesday last, affords an illustration of the looseness with which important statutes are still drawn, and also of the eagerness of the Mayor's Court to take advantage of any opportunity of extending its jurisdiction. The 5th section of the Debtors Act, 1869, conferred in general terms on "any court" power to commit to prison in certain cases, and also power to direct payment of judgment debts by instalments. The wording of the section clearly contemplates that in some cases an inferior court may enforce a judgment of a superior court for an amount not exceeding £50. Nowhere in the statute is there any definition of the word "court." Unless, therefore, the subject-matter of the enactment and the context are looked at, it might be contended that a court of quarter sessions or a police-court, or even a manor court (each of which in some statutes might be included in the expression "any court") could each issue judgment summonses. It is needless to say that no such courts have assumed any such jurisdiction, nor have any local courts, except the Mayor's Court, assumed that it was intended by such a general enactment to extend their local jurisdiction. Rule 2 of the County Court Rules under the Debtors Act expressly provides that "a judgment summons shall not be issued by a court unless the debtor resides or carries on business within its district, or unless

leave of the court under section 48 of the County Courts Act, 1855, has been obtained." The Mayor's Court, however, has, we are informed, been in the habit for some time past of issuing judgment summonses in all cases in the superior courts under £50, without regard to whether the parties lived in the City, or whether the original cause of action arose there, and the officials even took upon themselves, as this case of *Washer v. Elliott* shows, to alter or vary orders already made by judges in the superior courts. The Common Pleas Division has now prohibited this as being an excess of jurisdiction. Although the statute is loosely and carelessly drawn, it would be impossible, we should have thought, for any person wishing to form a judgment as to what was really meant by the section to come to any other conclusion than that at which the judges of the Common Pleas Division have arrived. The general expression "any court" must of course be understood as meaning "any court acting within the local limits (if any) of its jurisdiction." If not, a debtor might be summoned simultaneously to all the local courts in the kingdom in respect of the same judgment.

THE OFFICIAL LIST of advocates practising before the Court of Appeal at Brussels for 1875-6, recently issued, presents one or two interesting points of comparison with our own *Law List*. There are on the roll 279 advocates resident at Brussels. The *Law List* contains the names of probably not far short of 6,000 barristers. The oldest member in the Brussels list is M. de Bonne, whose "inscription" dates back to 1812. The oldest barrister in our list appears to be a gentleman who was called in 1800. While there are only five advocates in the Brussels list whose "inscription" took place before 1830, we can show over a hundred barristers called before that date. The number of advocates added to the Brussels list in 1875 was twenty-six, while in the year ending with Trinity Term, 1875, no fewer than 275 barristers were called, just about the number of the entire Brussels list. It has been stated that in 1783 the English bar numbered only 301 members.

THE NEW PRACTICE.

TESTS OF WRITS.—Ord. 2, r. 8, of "The Rules of the Supreme Court," requiring that all writs be tested "in the name of the Lord Chancellor," has now received such an authoritative construction as must settle all the differences heretofore existing among officials and others, and, it may be added, suggested by the rules themselves, in reference to it. No less than twenty-two judges of the Supreme Court have "unanimously agreed" to "The Rules of the Supreme Court, December, 1875," and appended to those rules is a form of writ concluding thus:—"Witness, Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain this day of , 18." Henceforth, therefore, uniformity of practice may be expected in at least one little matter of detail, to be followed, we will hope, in others. For instance—and to mention one or two cases only—why should the form of designation of a commissioner to administer oaths in proceedings in the Supreme Court still be the subject of much variance? So, likewise, as to the form of memorandum of entry of appearance. The officials in what are usually spoken of as the Common Law Divisions of the High Court require that the memorandum be on a quarter of a sheet of foolscap, and linen backed, while the officials of the Chancery Division are content with half a sheet of ordinary paper. Some persons, even when called upon to designate the court in a written document, refuse to describe the Supreme Court of Judicature in England by the name given to it in the 3rd section of "the principal Act," (1873).

Variance in these seemingly trifling matters of detail is extremely inconvenient and troublesome to practitioners.

Heads of offices might at least insist that uniformity of practice be observed in their own respective departments, nor do we think that it would be expecting too much from them to ask that, where any matter or form of procedure is common to several departments, the heads of those departments should consult together with a view to securing a general uniformity. Of this we may rest assured, that, in the absence of united action between the administrative departments, such a uniformity of procedure as shall harmonize with the unity of the now consolidated courts will never be accomplished, nor will full effect be given to section 75 of the Judicature Act, 1873, under the authority of which the judges of the Supreme Court assemble together in council to consider, with a view to remedying, "any defects which may appear to exist in the system of procedure, or the administration of the law."

APPEALS.—It needs no prophetic insight into the probable working of the Judicature Acts and rules to discern that, among the numerous questions cropping up from time to time, some further interesting and important points are likely to require attention in connection with appeals from judgments of the High Court. For instance, the question may arise:—Does the enrolment of a judgment of the High Court of Justice bar an appeal to the Court of Appeal, and compel an appeal direct to the House of Lords? And this question suggests another, viz., whether the Lord Chancellor can now, as formerly, adopt as his own a judgment pronounced by a Vice-Chancellor sitting as a judge of the High Court? Further, what purpose is now answered by enrolling a judgment of the High Court? Does it merely record the judgment, or is it still to be regarded as a necessary proceeding affecting other purposes, or other steps in a cause—for instance, perfecting a title, or grounding an appeal to the House of Lords? In other words, do the provisions of the former practice in relation to appeals now apply for any and what purposes, and with any and what effect? We shall not now discuss these questions. At present we merely moot them—adding, however, one general observation. The constitution of what we may still call the intermediate Court of Appeal, and the very full provisions of practice in relation to appeals, are so entirely new, and have so little in common with former provisions in relation to the same subject, that a question may well arise as to whether the provisions of the former practice now "remain in force," especially having regard to the general principle now recognized as governing the application of the new practice where new "provision is made."

OBJECTIONS TO INTERROGATORIES.—Some difficulty has been felt as to the mode in which objection should be taken to an interrogatory. Should application be made to strike it out under r. 5 of ord. 31, or should the objection be taken in the affidavit in answer, under r. 8 of that order? Mr. Justice Lindley, in a case of *Voysey v. Coz* (reported in another column), has laid down the general principle that the proper method of taking objection to an interrogatory as bad in substance is to strike it out under r. 5; and that the proper method of taking an objection to an interrogatory not bad in itself, but which there are special reasons for objecting to answer, is in the affidavit in answer, under r. 8.

DISTRINGAS TO RESTRAIN TRANSFER OF STOCK.—We find that it has now been concluded that the higher scale of fees only applies to these writs, on the ground, we presume, that, the restraint being in the nature of an injunction, and being the principal, indeed, in these cases the only relief "sought to be obtained," such cases come within the provisions of r. 2 of ord. 6 of the "rules of the Supreme Court (Costs)."

CASES OF THE WEEK.

APPEAL MOTION.—On Tuesday, January 11, in a case of *Marcus v. The General Steam Navigation Company*, an *ex parte* application was made to the Court of Appeal, by way of appeal from a decision of the Queen's Bench Division of the High Court, for a rule nisi for a new trial. The application for the rule had been refused by the Queen's Bench Division on the 23rd of December last. Ord. 58, r. 10, of the rules of court provides that where an *ex parte* application has been refused by the court below, an application for a similar purpose may be made to the Court of Appeal *ex parte* within four days from the date of such refusal, or within such enlarged time as a judge of the court below or of the Appeal Court may allow. In the first case the four days expired during the Christmas vacation, and no application for the enlargement of the time had in fact been made, even if it could have been made. The Court of Appeal was therefore asked, notwithstanding the expiration of the four days, to entertain the application, and in acceding to this Lord Justice James said he thought that the days during which the Court of Appeal was not sitting might be treated as non-existent. The ground of the application for a new trial, which was made by the plaintiffs, was that the verdict was against the weight of the evidence. The judge who tried the case had summed up in favour of the plaintiff, but, when consulted by the Queen's Bench Division, he had stated that he could not say that he was dissatisfied with the verdict, and for that reason the Queen's Bench Division had refused the application. The Solicitor-General, who appeared for the plaintiffs in the Court of Appeal, argued that under the new practice that court is in a position to take an independent view of the evidence, and is not bound to follow the old practice of the common law courts of being guided by the opinion of the judge who tried the case, thus in effect leaving it to him to decide whether a rule for a new trial should or should not be granted. The Solicitor-General said that this want of independence in the courts sitting *in Banc* had been a subject of frequent complaint under the old practice, and he urged the Court of Appeal to inaugurate a new system now. The court, however, were of opinion that no ground had been shown, at any rate in the present case, for commencing a new system by dissenting from the opinion of the judge who presided at the trial.

JOINDER OF CAUSES OF ACTION.—On Tuesday, January 11, in *Munsty v. Kensaly*, Vice-Chancellor Hall gave leave, under ord. 17, r. 2, for the joinder of an action to recover possession of a set of benches' chambers in Gray's-inn, with an action to compel the ex-bencher, now in the occupation of the said chambers, to execute a deed releasing the share of the property of the Inn which had been vested in him as one of the trustees of the society (see *Wheatstone v. Davis*, 24 W. R. 93).

CONSENT TO TAKING EVIDENCE BY AFFIDAVIT.—On Tuesday, January 11, before Vice-Chancellor Hall, in a case of *Fryer v. Wiseman*, an administration suit, *Cosens Hardy*, for the plaintiff, applied with reference to the consent by infant parties to taking affidavit evidence under ord. 38. He pointed out that, by ord. 37, r. 1, in the absence of agreement and subject to the rules, evidence is to be taken *ex parte*. Ord. 38 provides that, after the consent has been given, evidence may be taken by affidavit, but it does not mention infants. Ord. 16, r. 8, the only one which treats of the case of infant parties, says that infants may defend actions by their guardians. Under the old practice the case of infants was provided for by allowing their guardians to act for them. The Vice-Chancellor said, that being the old practice, and no alteration having been made, his view was that, under the new rules and orders, it was not necessary for the leave of the court to be asked; the guardian could consent on behalf of the infants, so as to satisfy ord. 38, without the leave of the court.

APPEALS FROM DECISIONS OF DIVISIONAL COURTS UNDER SECTION 45.—In the Common Pleas Divisional Court on Wednesday, December 12, *Dowdeswell* applied for leave to appeal to the Court of Appeal in the case of *Edmunds v.*

Foster, an appeal from justices which was dismissed by a divisional court at the last sitting. The court was differently constituted from that which heard the case. The Lord Chief Justice and the rest of the court pointed out that the 45th section of the Judicature Act, 1873, seemed to require that the application to take a case on appeal from an inferior court up to the Court of Appeal should be made at the time of decision by the divisional court; and they should expect that course to be taken in future.

AFFIDAVITS.—In the Probate, Divorce, and Admiralty Division on Tuesday, January 11, *Searle* (*In the Goods of Wood*) applied to the court to receive certain affidavits which were headed "In her Majesty's Court of Probate." The papers were sent out to Natal in the autumn of last year, and the affidavits were actually sworn on the 2nd of November, only one day after the Judicature Acts came into operation. The president of the division acceded to the application, but intimated that, in all cases where it would not cause undue inconvenience or delay, he should direct all affidavits headed under the old form to be re-sworn.

RULES NISI.—In the same division on Tuesday, January 11, a question arose (*In the Goods of Cartwright*) as to the necessity, on an application for the assignment of an administration bond, of giving previous notice to the sureties. *Bayford*, in support of the application, argued that the former practice was unaffected, ord. 53, rr. 1 and 2, applying only to applications in an action, whereas the action on the bond was only contingent. He also urged that r. 3 made notice "to the parties affected" unnecessary "where the motion is for a rule to show cause only." The president adopted this view, and granted a rule calling on the sureties to show cause why the bond should not be assigned. His lordship held that this was not an application "in any action," and added that he was probably mistaken when he suggested (*In the Goods of Baigent*, 24 W. R. 43, noticed ante, p. 48) that rules nisi were abolished in every case not expressly authorized by the rules.

THE RULES UNDER THE LAND TRANSFER ACT, 1875.

We do not propose to give an abstract of these rules, as they fill only twenty-four pages, and are so arranged that they may easily be read by any one sufficiently interested in them to require an abstract of their provisions. What we shall do is to notice a few of their more salient points, adding in some instances a word or two of comment.

On every application for registration the applicant must come armed with a special description and a map. If the application is for an absolute title—and it will be recollected that, under the Act as it stands, the application must be either for an absolute or a possessory title—or if the application is in respect of leasehold land, an abstract of title must be left with the application, as must also "any opinion of counsel or any requisitions and answers relating to the title that may be in the control of the applicant." All abstracts and copies of documents left in the office will be compared (of course at the applicant's expense) with the originals, and all necessary searches will be made at the like expense. On looking at the schedule of fees, and comparing it with that under Lord Westbury's Act, we find that, speaking generally, the charges for work done in the office, such as examining abstracts, &c., are about the same under both Acts. All abstracts, copies, &c., are to be dealt with after registration as the registrar shall direct.

We are glad to see that on the occasion of application for absolute title or title to leaseholds, it is not incumbent on the registrar to have the title examined by one of the "Examiners of Title" or conveyancing counsel of the Chancery Division. It is to be hoped that the registrar will not shrink from the responsibility of examining the title for himself. If it becomes the usual course to refer the title to counsel, the expense of registration

under the Act will in most cases be about the same as under the Act of 1862, the only difference that occurs to us being that the expense of settling boundaries will not be incurred under the existing system.

Where the application is for a possessory title only, a statutory declaration must be left by the applicant and his solicitor (a term which includes a certificated conveyancer) stating that the applicant is entitled and is in possession or receipt of the rent; and it is left in the discretion of the registrar to decide what notice shall be given of the application for registration. Before registering, the registrar must be satisfied with the declaration and the description of the land, and that, either by the documents of title being marked or otherwise, the registration cannot be concealed from persons dealing with the land.

The advertisements and notices to be given where the application is for an absolute title, are carefully set out in the rules. If the property is leasehold notice will be served on the lessor or his representative, unless the registrar shall otherwise direct.

The number of registered proprietors, whether of land or a charge, is not to exceed four.

Every new land certificate, &c., must state the fact that it is granted in place of the certificate, &c., lost, mislaid, or destroyed.

As we stated last week, transfers and charges must be witnessed by a solicitor; and the forms given in a schedule must be used, with only the necessary alterations.

In all cases applicants for registration must satisfy the registrar that all stamp duties have been paid.

The rules, of course, contain a great number of other provisions, into which we do not propose to enter; and a list of fees is given of which we may say generally that they correspond with the fees under Lord Westbury's Act. It should be noted, however, that, where a possessory title only is required, half fees only are payable. The following are a few of the chief fees, supposing the property to be worth £1,000, and the title to be registered either as absolute or qualified. For the first entry of proprietorship (in addition, of course, to charges for examining abstracts, &c., &c.), £2 10s.; for the land certificate, 7s.; for a new certificate when the old one is lost, 7s.; for every certificate of charge, 5s.; for the registration of every change of proprietorship, 5s.

It is perhaps premature to express any opinion on the amount of favour the new system, as developed by the rules, will obtain with the public; but we own that it will occasion us some little surprise if the returns from the office at the end of the year will show that very much has been done in the way of the registration of absolute or qualified titles, or of leaseholds.

THE AGRICULTURAL HOLDINGS ACT AS IT AFFECTS LANDOWNERS.

II.

In answering the question, What rights and liabilities will be acquired and incurred by simply allowing the Act to come into operation? we confined ourselves last week to the special rights and liabilities acquired and incurred by the owners of land let from year to year. We shall now consider the sections of the Act which affect all landowners to whom it applies.

With reference to the provision as to fixtures (a) it is not necessary to say more than that it follows very closely that made nearly a quarter of a century ago by statute 14 & 15 Vict. c. 25, s. 3. The difference is that the old enactment requires the written consent of the landlord to the erection of the fixture in all cases, while the new one merely renders non-objection by him requisite in the case of a steam engine; the old statute expressly extends to buildings or machinery either for agricultural purposes or for the purposes of trade and agriculture, while the new one leaves it doubtful (notwithstanding section 58) whether it is or is not confined to agricultural

fixtures. Whatever indirect benefit, therefore, may result to the landlord from the encouragement given to the tenant to erect machinery on the farm by the knowledge that he can either remove it or be paid for it may be obtained independently of the Agricultural Holdings Act, with this advantage, that the landlord can usually insure that no fixture will be put up of which he does not approve.

So far there seems to be no inducement to the landowner to allow the Act to come into operation as regards his property. But now let us turn to the compensation clauses, which form the substance of the Bill. What will be the position of the landowner under these?

We need not go in detail over the classification of improvements. The practical result to the landowner of allowing the Act to come into operation will be this—

(1) As regards permanent alterations in the farm (b), he will be liable to pay compensation only if the landlord gave his consent in writing before they were executed, and if the tenant has not had twenty years' occupation since the year in which the outlay was made. The amount of compensation is the sum actually laid out by the tenant, with a deduction of one twentieth part for every year of occupation after that in which the outlay was made. But if the landlord was not, at the time when the consent was given, the absolute owner for his own benefit, the compensation is not to exceed "a sum fairly representing the addition which the improvement, so far as it continues unexhausted at the determination of the tenancy, then makes to the letting value of the holding" (c). In ascertaining the tenant's compensation for improvements of this class there is to be deducted the sum necessary to put the improvements into tenantable repair or good condition (d).

(2) As regards permanent dressings (e), the landlord will be liable only if, at least seven days before they were begun to be executed, the tenant gave him written notice of his intention to execute them (f). If, before the tenant executes the improvement, notice to quit is given by either side, no compensation can be claimed by the tenant, unless the improvement has been executed with the previous written consent of the landlord (g). The compensation payable is the amount properly laid out by the tenant, with a deduction of one-seventh part for every year of occupation after that in which the outlay was made (h).

(3) As regards manures and consumption of feeding stuff not produced on the holding (i), the landlord is liable only where the outlay has been made on land from which the tenant has not since taken an exhausting crop (k); and, as regards consumption of feeding stuff, where the tenant is not entitled, by custom or agreement, to payment for the additional value thereby given to the manure left at the determination of the tenancy (l). After two years of occupation after that in which the outlay was made, no compensation can be claimed (m). The compensation payable is such proportion of the sum properly laid out as "fairly represents the value" of the improvement at the determination of the tenancy to an incoming tenant (n); but for any improvement of this class executed in the last year of the tenancy, the landlord is not liable in respect of any larger sum than the average amount of the tenant's outlay for like purposes during the three next preceding years of the tenancy, and there is to be deducted from the compensation the value of the manure which would have been produced by crops sold off the holding within the last two years of the tenancy, unless "a proper return of manure" to the holding has been made (o).

It will be seen that in this scheme the control over the

(b) *I.e.*, improvements of the first class, enumerated in section 6.

(c) Sections 10, 6, 7. (d) Section 11.

(e) *I.e.*, improvements of the second class, section 5.

(f) Section 12. (g) *Ib.* (h) Section 8.

(i) *I.e.*, the third class of improvements, section 5.

(k) Section 13. (l) Section 14. (m) Section 6.

(n) Section 9. (o) Section 15.

(a) Section 53.

execution of improvements of the first class is carefully preserved to the landlord. The tenant executes these at his own risk unless he has the previous written consent of the landlord. But as regards improvements of the second class it is only the landlord who has let his land from year to year who can object to their execution. By giving a notice to quit as soon as he receives the notice of intention to execute the improvement, he may free himself from any obligation to pay compensation. The landlord who has let his farm for a term of years without excluding the operation of the Act, upon receiving notice of intention to execute an improvement of the second class, becomes bound, if the improvement is executed and the lease ends within the period during which the improvement continues unexhausted to pay compensation to the tenant. As to improvements of the third class the landlord is not even required to have notice.

On the other hand, it is to be observed that as regards improvements of the first class there is no provision that the tenant shall only be compensated for money "properly laid out." It seems to have been thought that requiring the consent of the landlord was a sufficient guarantee that money would be properly laid out, but it may be that an aged or infirm landlord will not feel much inducement to exercise vigilant care that the money is properly expended, knowing that in the natural course of events it is not at all probable that he will become liable for any part of the compensation. Supposing an absolute owner dies after the consent has been given and within the year in which the improvement is executed, what will be the position of his successor upon the determination of the tenancy at the end, say, of the first year of occupation by the tenant? That depends on the construction to be given to the words in section 7 "where the landlord was not, at the time of the consent given to the execution of the improvement, absolute owner," &c. If they are to be read, as we think they are, "where the landlord who gave the consent was not an absolute owner," the result will be that, since the landlord who gave the consent was absolute owner for his own benefit, the limited owner who succeeds him will be liable upon determining the tenancy to pay the amount actually laid out, deducting only one-twentieth for the year of occupation. It may be said that the limited owner may obtain a charge on the holding for the amount of compensation paid by him; but it is to be observed that, in the case of a limited owner, the whole of the charge for improvements under the first class is to be paid off within the twenty years (p). The limited owner has thus within nineteen years to pay the actual cost of the improvement [less one-twentieth], while an absolute owner who succeeds under the like circumstances to a limited owner, has only to pay the capitalized value, at the time, of the addition to the letting value of the holding, and the sum paid may, in his case, be charged on the holding by such instalments as the court thinks fit, without any limit as to time. Where the improvement has not been providently or properly carried out, the difference in the sum for which the landlord is in each case liable may be great.

Yesterday, in the Common Pleas Division, Lord Coleridge announced that on and after Monday, the 17th inst., a list for the day would be issued for the sittings of the divisional court, and that it was under consideration, if found convenient to the bar, to make one list of business only, in place of separate new trials and special papers. In the Exchequer Division, on Thursday, the Lord Chief Baron announced that it was the intention of the court to have affixed in some conspicuous place in the court a list of the causes in the new trial paper or the special paper, as the case may be, which would be taken next day in the order in which they stood. The court would proceed peremptorily with such cases until the list was exhausted.

(p) See section 42.

THE JUDICIAL STATISTICS.

VII.—CHANCERY.

In the High Court of Chancery the number of pleas, demurrers, exceptions, motions for decrees, causes, special cases, further considerations, and appeals set down during the year 1874 was 2,486, and the number for hearing at the beginning of the year was 724, making together 3,210; the number in 1873 having been 2,992. Of the total number 3,210, it appears that 2,306 were heard during the year, that 407 were otherwise disposed of, and that 498 remained at the end of the year. The number heard in 1873 was 2,017, and there were 222 more *remnants* at the end of that year than at the close of 1874 (November 1). The proportion borne by the number of proceedings disposed of during the year to the number for disposal in 1874 was 84.5 per cent., and in 1873 this proportion was 75.8 per cent. Besides the 2,306 orders made on the hearing of causes, &c., there were orders made on appeal petitions, petitions, and special motions to the number of 3,854, 9,157 orders on summonses, and 505 orders on motions or petitions of course. The orders made in court on matters adjourned from chambers numbered 221, and the certificates for sale or transfer or delivery of stock or other securities numbered 3,762. In 1873 the orders made on appeal petitions, &c., were 4,035 in number, and the orders on summonses and petitions of course, 2,534. The certificates for sale and transfer of stock numbered 3,879, and in both years there was 1 case standing for judgment at the commencement of the year.

During the course of 1874 the whole of the judges sat 828 days, being 31 days less than in 1873. In 1874 the Lord Chancellor sat alone 10 days as against 25 in 1873; the Lord Chancellor and Lords Justices 47 as against 51; the Lords Justices 108 as against 117; the Master of the Rolls 175 as against 168. The three Vice-Chancellors sat respectively 174, 151, and 163 days in 1874, as compared with 177, 146, and 175 days in 1873. Further, in 1874 the Lord Chancellor sat in the House of Lords 44 days to hear appeals, and 7 days on committees of privilege; and he also sat on the Judicial Committee of the Privy Council on 5 days. In addition to their sittings as Lords Justices, Lords Justices James and Mellish sat 5 and 1 days respectively on the Judicial Committee of the Privy Council; and in addition to his sittings as Vice-Chancellor, Vice-Chancellor Bacon sat on 26 days as Chief Judge in Bankruptcy.

The number of orders drawn up by the registrars in 1874 was 15,064, as against 14,664 in 1873; and the amount collected thereon by stamps was £17,226, as against £16,357 in the previous year. In 1864 the number of orders was 12,356, and the amount of fees £13,630.

In the chambers of the Master of Rolls and the three Vice-Chancellors, the number of summonses issued was 27,954, as compared with 28,392 in 1873. On these summonses 19,237 orders were made, of which 9,888 were drawn up by the registrars, and the remainder in chambers. In 1873, 9,974 orders were drawn up by the registrars, and 9,287 were made at chambers.

There were brought into chambers for prosecution 81 orders for winding up companies in 1874, as compared with 75 in 1873; and 2,526 other orders as compared with 2,191. The number of debts claimed was only 10,411, for the total sum of £2,470,619; while in 1873 18,257 debts, for an aggregate amount of £4,369,663, were claimed. Under the orders for winding up companies the calls made in the year 1874 amounted to £1,546,095, as compared with £406,504 only in 1873. The amount of dividends ordered to be paid to creditors was £173,787, as compared with £252,266 in 1873. The number of orders for winding up companies pending at the end of the year was 673, as compared with 631 at the end of 1873, and 113 at the close of 1864.

The returns made by the Clerks of Records and Writs show that 2,465 bills or informations were filed, together with 19 special cases, 462 summonses other than ad-

ministration summonses, 4 schemes under liquidation and railway Acts, and 8 appeals and cases from county courts; making in all 2,958 suits instituted, as against 3,462 in 1873. The total amount of fees collected in the office of the Clerks of Records and Writs was £32,922, as compared with £32,262 in 1873.

The number of petitions presented to the Lord Chancellor in 1874 was 1,773, against 1,859 in 1873; and to the Master of the Rolls, 583, against 545. In 1874 there were further 7 petitions presented to the Lord Chancellor for orders of course, and 4,676 to the Master of the Rolls, as against 7 and 4,385 respectively in 1873. The amount of fees collected in the office of the principal secretary to the Lord Chancellor was £1,466 10s. in 1874 and £1,544 in 1873. In the office of the Secretary of the Rolls the fees amounted to £2,809 in 1874 and to £2,487 in 1873.

The returns furnished by the taxing masters of the High Court of Chancery show that there were 3,937 references for taxation in 1874 and 3,838 in 1873; and that 8,120 bills were taxed and 3,445 certificates and *allocaturs* made in 1874, as compared with 8,072 and 3,398 respectively in 1873. Fees received in the office of the taxing masters amounted to £31,698 in 1874, against £28,807 in 1873; and the total amount of the bills of costs taxed were £1,072,288 and £961,373 respectively.

In the office of the masters in lunacy there were 117 orders for inquiry executed by the masters, and 236 reports made to the Lord Chancellor, as against 94 and 219 in 1873. In the office of the Registrar in Lunacy there were 217 petitions presented for hearing, and 124 commissions issued, as against 194 and 97 in 1873. There were also 406 other orders made, besides 32 in pursuance of the Lunacy Regulation Act, 1862; the figures for 1873 having been 363 and 56 respectively.

From the return furnished by the Assistant Paymaster-General for Chancery Business, relating to the twelve months ending the 1st of September, 1874, it appears that £20,953,398 was paid into court, as against £21,779,453 in the previous eleven months. During 1874, £19,849,200 was paid out of court, and in 1873, £19,496,822. The number of cheques drawn in 1874 and 1873 was 49,868 and 47,926 respectively; and in 1874 the number of accounts was 31,827; the balance of stocks and securities on the various accounts, £63,009,777; the balance of cash on the various accounts, £4,334,239; the balance of cash in the bank, £669,926; in the hands of the National Debt Commissioners, £4,230,003; and due from the Consolidated Fund to the suitors of the court, £2,423,340.

In the County Palatine of Lancaster Chancery Court the number of suits and matters originated was 322, as against 335 in 1873. The number of decrees and orders made by the registrar was 1,560, as against 1,296; and the amount of stock and cash paid into, and out of, court in 1874 was £583,805 and £462,984 respectively, as against £388,062 and £272,686 in 1873.

VIII.—ADMIRALTY, PROBATE, &c.

In the High Court of Admiralty the number of causes pending at the commencement of the year was 106, and during the year 395 causes were instituted for sums amounting to £1,625,480. In 1873 the number of causes was 491 for £884,775. In the Liverpool district registry in 1874 there were 63 causes for £127,550, as compared with 72 for £140,550 in 1873. The number of motions heard in the High Court of Admiralty was 120, of which 90 were opposed and 30 unopposed; and in chambers 413, making a total of 533, as against 415 in 1873. In the Liverpool district registry there were 17 motions heard, and 34 summonses issued. In the principal registry the number of final judgments and decrees in 1874 was 186, as against 163 in 1873; and in the Liverpool district registry 12, as against 24. The court sat 128 days, as against 123 in 1873.

By the returns relating to the proceedings in her Majesty's Court for Divorce and Matrimonial Causes, it

appears that in 1874 there were 511 petitions filed, as against 464 in 1873. There were also 214 petitions for alimony, as against 89 in the previous year. There were 1,030 motions and 837 summonses, as against 982 and 850 respectively in 1873. The judgments given numbered 364, all being by the judge ordinary; in 1873 they were 292, of which 6 were by the full court. There were 2 applications for a new trial, 34 petitions dismissed, 284 decrees *nisi*, 194 decrees absolute, 36 decrees for judicial separation, 4 for restitution of conjugal rights, 7 for nullity of marriage, and 2 under the Legitimacy Declaration Act. Upon the whole a comparison of the statistics for 1873 with those for 1874 shows that there is a considerable increase of the business of the Divorce Court.

In the Court of Probate, the number of probates granted was 11,454, and of administrations 5,237. Of these 78 were granted on hearing of causes, 258 on motion, and 2 on summons. The value of the effects was sworn under £67,027,730 in 1874, and £70,576,080 in 1873. The sum taken in stamps and fees amounted to £62,077, as against £63,618 in 1873; but these figures relate only to the fees levied in the principal registry. In the 40 district registries of the Court of Probate, there were 25,948 probates and administrations granted, and these together were sworn under £52,343,775.

In the Ecclesiastical Courts in 1874 the number of suits was 22, against 8 in 1873, 2 in 1872, and 10 in 1871. There were also 256 applications for faculties, as against 187 in 1873. The court fees amounted to £961, as against £772 in the previous year.

IX.—PRIVY COUNCIL AND HOUSE OF LORDS.

The return made by the Registrar of the Privy Council for 1874 shows that 80 appeals were entered, that 45 were dismissed for non-prosecution, and that 100 were heard and determined. The appeals lodged since January 1, 1865, which remained for hearing numbered 161, being 76 less than in the previous year.

In the House of Lords 39 petitions of appeal were presented, of which number 6 were withdrawn and 8 dismissed for want of prosecution. In 1873 there were 55 appeals, of which 12 were withdrawn and 13 dismissed for non-prosecution. The total number of cases heard in the session of 1874, including cases standing over for judgment, was 31, as against 36 in the preceding year. The total number of effective causes remaining for hearing at the end of the session was 24, against 34 at the close of the previous one; so that, although the arrears have decreased, nearly a year's work still remained at the end of the session of 1874 for the House of Lords to clear up.

The Home Secretary has remitted the remainder of the term of three months' hard labour to which Sir J. Mantell committed Henry Bennett for sleeping in a street in Salford in front of a watchman's fire, and the prisoner has been released, after being in gaol eleven days. In remanding for further inquiry some other persons brought before him for sleeping beside a brick-kiln, Sir J. Mantell observed that vagrancy was extremely prevalent in Salford, and if there was to be such sympathy as had been indecorously shown with transgressors the offence was not unlikely to increase.

The *Scottish Journal of Jurisprudence* records the sudden death of a rising member of the Scottish bar, Mr. Henry H. Lancaster, who died at his house in Ainslie-place, Edinburgh, on the 23rd of December last, at the comparatively early age of forty-six. Few things that we can remember, says the *Journal*, in the fortunes of public and professional men have been so striking. In the prime of life, in the fulness of his powers, in the possession of, to any ordinary observer, an enormous vitality, amid the ambitious longings of a spirit whose eagerness for public distinction had remained unimpaired by the experience of middle life, in the assured expectation that one day or another he would take a leading place in matters public and political, a man of undoubted power and immense vivacity has suddenly been called away.

General Correspondence.

APPEARANCE ELSEWHERE.

[To the Editor of the Solicitors' Journal.]

Sir,—Permit me to trouble you once more upon the subject of the very unsatisfactory working of the "District Registry" clauses, referred to in my letter published in your issue dated the 25th of December. The facts I am about to state afford a very strong instance of a difficulty which does not appear to have been foreseen by the framers of the rules, and seem to show an urgent necessity for some speedy alteration in the present practice.

On the 29th of December last, a writ was issued from the Derby district registry, by the plaintiff residing there, for the recovery of a claim of above £100 from the defendant, carrying on business in Leicester. He was served there on the following day (the 30th of December). He did not instruct his solicitor till the afternoon of the 6th of January, when he stated, in answer to careful inquiries made as to the actual day of service upon him, that he had been so served on the 31st of December, and he was quite positive about it. It afterwards turned out that he was in error, and that he had really been served on the 30th of December. He desired that an appearance might be entered for him, and it was considered that it would be more convenient to go to London for the purpose, particularly as it seemed that there was a defence on the merits as to a considerable part (if not all) of the plaintiff's demand.

The solicitor, distrusting the defendant's statements, wrote to his agents requesting them to enter appearance at the opening of the offices on the following morning, the 7th of January, at eleven o'clock. This was done, and as a matter of precaution a notice was immediately posted, not only to the London agent of the plaintiff's solicitor, but also to the solicitor himself. At three o'clock on the same day, judgment was signed and execution was issued from the district registry at Derby. The latter was sent by post the same night to Leicester, and the sheriff took possession of the defendant's effects on the morning of the 8th of January, at about the same hour at which plaintiff's solicitor received the notice of appearance from London. Of course the defendant is left to his remedy by application to set aside plaintiff's judgment and execution on terms, and will be put to considerable expense. He has also the annoyance of the men in possession at his shop. By ord. 12, r. 15, it is provided that a defendant may appear at any time before judgment, and that if he appear at any time after the time limited for appearance, he shall on the same day give notice thereof to the plaintiff's solicitor, or to the plaintiff himself, if the writ is sued out in person.

As a plaintiff is now in all cases entitled, immediately his judgment is signed, to issue execution, I think that in cases where the writ is issued from the district registry, and defendant has an option of appearing in London, there ought to be a delay of, say a day, after judgment signed, before plaintiff is entitled to issue his execution. The matter is an important one, which must be my apology for this letter.

Leicester, Jan. 12.

X.

TRADE MARK SOCIETIES.

[To the Editor of the Solicitors' Journal.]

Sir,—It will doubtless interest your readers to be informed of the progress being made by the profession. I therefore think the inclosed amusing circular issued to the mercantile world here, which seems to embody the last ideas of any value, and which has been twice to-day brought under my notice by clients, is not unworthy of a place in your columns.

An admiring world is still looking for the promised prospectus, but anxiety is in the interval of suspense allayed by one belonging to the more pretentious society, from which the promoters have succeeded, which is considerably sent with the circular. This prospectus states the entrance fee to be ten guineas, and the subscription for the first year ten guineas, "as during the first year legal questions must, of necessity, be very numerous," but it does not go on to say that legal answers must be paid for, possibly on account of the doubt there may be as to their value. The annual subscription "entitles the members (and now comes the great revelation printed in italics) to have all legal pro-

ceedings, both civil and criminal, for infringement of trade marks conducted by the association entirely at its own expense. Comment is superfluous. Why limit the beneficence to trade marks? Why should not the scheme embrace all disputes and all litigation whatsoever?

A SOLICITOR OF THE SUPREME COURT.

[The following is the circular referred to by our correspondent:—

_____, _____, January 8th, 1876.

Gentlemen,—_____ Trade Mark Association.—The under-mentioned members of the provisional committee of this association have withdrawn from the _____ Trade Mark Association, with the intention of forming an association for the registration and protection of trade marks confined to _____ and the immediate neighbourhood, and probably embracing a board of arbitration, of which association they will act as provisional committee.

This determination has arisen from a consideration of the exceptional character and importance of the trade marks in use by merchants and shippers in _____, and from the desirability, as it seemed to the provisional committee, of having a local association entirely within the control of local members; and the provisional committee have instructed us to prepare a scheme for the formation and working of such association, which we are now doing. The provisional committee consists of [_____], with power to add to their number.

Prospectuses giving information as to the entrance subscription, and objects of the proposed local association will forthwith be issued, and intending members are requested to send in their names to us as early as possible.—Your obedient servants, _____ & _____]

A QUERY.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be glad of the views of your correspondents on the following point:—

A., the lessee of twelve houses situate in Kent, demised to him by one lease, sells three of the houses to B., and grants him an under-lease or executes to him an assignment of such three houses.

B., the purchaser, does not indorse on the original lease any notice of the under-lease or assignment, although such original lease is left in the hands of A.

A. afterwards takes his original lease to C., and mortgages it to him, and on the completion of the business the lease is handed to C., the existence of the under-lease or assignment of three of the houses being wholly suppressed.

Whose title will prevail in reference to the three houses—that of the under-lessee or assignee, or of the mortgagee?

If B.'s title will prevail, then, as to property not in a register county, and where the lease contains more than one property, it would appear that no mortgagee is safe in advancing money on the same, and the like remark would apply if C. were a purchaser instead of a mortgagee. On the other hand, if C.'s title would prevail over that of B., the neglect of B. to indorse a notice on the original lease (which is, I submit, seldom done) would entail on B. serious loss.

Jan. 12.

A MORTGAGEE.

POWERS OF COMMISSIONERS TO ADMINISTER OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will any of your readers kindly inform me through the medium of your journal whether or not a solicitor of the Supreme Court, who has ceased to renew his annual practising certificate, but nevertheless holds an appointment to administer oaths, will be competent to do so still notwithstanding his being uncertificated, in pursuance of the 82nd section of the Judicature Act, 1873? See 29 Car. 2, c. 5, and the cases of *R. v. James* (Show. 397) and *R. v. Howard*, (1 M. & Rob. 187), where it was held that a person acting in a public capacity is *prima facie* evidence that he is duly appointed.

SCUTATOR.

Appointments, &c.

Sir ADAM BITTLESTON, Knight, has been appointed a Magistrate for Buckinghamshire. Sir A. Bittleston is the son of the late Mr. Thomas Bittleston, official assignee of the Court of Bankruptcy at Birmingham. He was born in 1817, and was called to the bar at the Inner Temple in Michaelmas Term, 1841. He practised on the Midland Circuit, and was for several years a revising barrister. He was knighted in 1858, on his appointment as a judge of the Supreme Court at Madras, and he resigned his seat on the bench in 1870.

Mr. JAMES DUFFA COLLINS, solicitor, of Wisbeach, has been elected Clerk to the newly-formed School Boards of Walsoken and Leverington. Mr. Collins was admitted a solicitor in 1869, and is also clerk to the Wisbeach Board of Guardians.

Sir HENRY JOHN SELWIN-IBBETSON, Baronet, M.P., Under-Secretary of State for the Home Department, has been elected as one of the Chairmen of the Essex Quarter Sessions, in the place of the late Mr. Thomas Coxhead Chisendale Marsh.

Mr. FREDERICK JAMES MUNBY, solicitor, of York, has been elected Clerk to the Magistrates for that City. Mr. Munby was admitted a solicitor in 1860, and is the son of the late Mr. Joseph Munby, whom he succeeds in the appointment.

Mr. JOHN EDWARD WALSH, barrister, has been appointed District Registrar at Londonderry to the Irish Court of Probate. Mr. Walsh is an M.A. of Trinity College, Dublin, and was called to the bar at Dublin in 1869.

Obituary.

MR. PATRICK MACMAHON.

Mr. Patrick MacMahon, barrister-at-law, died on the 20th ult., after many weeks' illness, at the age of sixty-two. The deceased was the eldest son of the late Mr. James MacMahon, of Rathkeale, Limerick, and was born in 1813. He was educated at Trinity College, Dublin, where he graduated. He was called to the bar at Gray's-inn in Trinity Term, 1842, and joined the Oxford Circuit and Staffordshire Sessions. Mr. MacMahon was elected M.P. for the county of Wexford in the Liberal interest in 1852, and kept his seat till 1865, when he was defeated. In 1868 he was returned for the borough of New Ross, but he did not seek re-election in 1874, because he saw he had no chance of success without embracing Home Rule principles. During his parliamentary career his efforts were constantly directed to matters affecting the practical welfare of Ireland; the passing of the Irish Fisheries Act was due to his exertions; he had a large share in stimulating and directing the agitation in favour of Irish tenant-right, and the Union Rating Bill reached the position which it occupied at the dissolution of the last Parliament through his almost unaided exertions. Mr. MacMahon was a frequent writer on political subjects, being the author of articles in the *Dublin Review* on "Tenant-Right," and other questions. He had a fair business, especially at quarter sessions, and it was his lot to be engaged in several cases of public interest, among others that of *Swinfen v. Lord Chelmsford*. He was retained for the defence in the Tichborne prosecution for perjury, as junior to Dr. Kenealy, and is understood to have differed from his leader in many important points in connection with the conduct of the case. He was appointed last summer as a commissioner to inquire into the existence of corrupt practices at Norwich, in conjunction with Mr. Morgan Howard, Q.C., and Mr. Goldney. It will be remembered that he differed from his colleagues in holding that it would be necessary to examine all the persons alleged to have been employed as "messengers" at the last election. Towards the close of the inquiry Mr. MacMahon's health (already injured by the strain of the Tichborne case) entirely failed, and he was unable to be present at the final meetings of the commissioners in London.

MR. JOSEPH MUNBY.

Mr. Joseph Munby, solicitor, died at his residence, Clifton House, York, on the 21st ult., in his seventy-second year. The deceased was born in 1805, was admitted a solicitor in 1826, and had ever since that time been in practice at York. In 1836, he was appointed clerk to the city justices, and a few months later clerk to the county magistrates for the eastern division of the Ainsty petty sessional district. In 1845, he succeeded the late Mr. Edward Harper as clerk to the Court of Gaol Sessions for Yorkshire and to the visiting justices of York Castle Prison. He held all these offices up to the day of his death. His private practice was very large. Mr. Munby took a warm interest in all charitable undertakings. He was for thirty-six years secretary to the York County Hospital, which post he only resigned on account of the pressure of professional engagements; he was also secretary to the Blind School, and took an active part in the management of the York Bluecoat School, the Ragged Schools, and other educational and philanthropical institutions. In early life he was a member of the Town Council of York, but he became disqualified for that position on his appointment as clerk to the magistrates. Mr. Munby's health had been for some time weak. On the 27th of November he attended the Ainsty Petty Sessions for the last time, and since that day his official duties had been discharged by his son and partner, Mr. Frederick Joseph Munby. Congestion of the lungs set in, and he died after three weeks of suffering, which he bore with great patience. On the 23rd of December, his funeral took place at the village of Osbaldwick, in the North Riding, distant two miles from York. The funeral was one of the largest which has occurred in the city for some years past, the cortege consisting of nearly sixty carriages, containing the representatives of most of the public bodies, institutions, and societies of York, and it was witnessed by many hundreds of the citizens. The entire route of the funeral procession was lined with spectators until the suburbs were reached, the partial closing of places of business being observable during nearly the whole of the distance, and many of the church bells of the city were tolled.

MR. CHARLES PHILCOX HILL.

Mr. Charles Philcox Hill, solicitor (the head of the firm of Hill, Fitzhugh, & Woolley), of Brighton, died at Bath on the 26th ult., in his seventy-third year. Mr. Hill was the son of the late Mr. Thomas Hill, solicitor, who was for many years in practice at Brighton, and was frequently consulted by George IV. when resident at the Pavilion. He was born in 1803, and having been duly articled to his father he was admitted a solicitor in 1824, and thus his professional practice had extended over rather more than half a century. He was formerly in partnership with Mr. William Furner, the present judge of county courts for Brighton and Sussex, but more recently he was associated with Messrs. Arthur James Fitzhugh and Charles Alfred Woolley. He held for a long time the office of clerk to the Brunswick Square and Terrace Commissioners, and he was a commissioner for affidavits in chancery and at common law. His private practice was very large, and he was highly esteemed by all classes. His politics were Conservative, and he actively supported his party in all county and borough elections, though he seldom interfered in local and municipal politics. Mr. Hill was spending Christmas week with his sister at Bath, and his death was rather sudden.

MR. WILLIAM DURRANT COOPER, F.S.A.

Mr. William Durrant Cooper, F.S.A., solicitor and parliamentary agent, of 81, Guildford-street, Russell-square, died on the 23rd ult., after a week's prostration, from paralysis. The deceased was a native of Sussex, and was admitted a solicitor in 1832. He formerly practised at Lewes as well as in London, and was clerk to the Lewes Gas Company. He was a Liberal in politics, and for many years acted as solicitor to the Reform Club. He was a Fellow of the Society of Antiquaries, and was deeply read in all archaeological subjects. He took an active part in the management of the Camden Society, and was one of the founders of the Sussex Archaeological Assoc-

dition. He was author of "A History of Winchelsea" and "A Sussex Glossary," and frequently contributed to *Notes and Queries*. Mr. Cooper had been solicitor to the St. Pancras Vestry since 1855, and had an accurate knowledge of parochial law. He was also the adviser of the St. Pancras Board of Guardians.

MR. SAMUEL JOYCE, Q.C.

Mr. Samuel Joyce, Q.C. died suddenly at his residence, 12, Eudeleigh-street, Tavistock-square, on the 6th inst. The deceased was called to the bar at Gray's-inn in Hilary Term, 1846, and was a member of the Home Circuit. He enjoyed a very large share of business as a junior, but it was not till February, 1874, that he obtained a silk gown. Though not an eloquent speaker Mr. Joyce was an able advocate, possessed of great tact and readiness. He was very popular among the members of his profession through his genial and kindly disposition, and his death will be much regretted. Several months ago he was seriously ill, and was for a long time unable to attend to business; but he had apparently recovered his health, and was constantly engaged in court up to the end of the Michaelmas Sittings. Mr. Joyce was a benchor of Gray's-inn.

Judges' Chambers.*

(Before LINDLEY, J.)

Jan. 4.—*Bannion and Frith, Executors, v. Harris.*

Amendment of statement of claim—Striking out interrogatories—Ord. 27, r. 1; ord. 31, r. 5.

This was an action by executors for rent, due partly in respect of leasehold, and partly in respect of freehold premises. The present summons called upon the plaintiff to show cause why the statement of claim should not be amended by giving particulars of dates and items as to rent claimed, and also of the title to the freehold; and there was another summons to strike out interrogatories delivered by the plaintiff.

Chitty, for defendant.—The plaintiffs are suing for large arrears of rent, partly due in the lifetimes of the testator, partly due since his death. As regards the latter, they cannot claim rent as executors in respect of freehold premises.

Wilberforce, for plaintiffs.—The action is brought in the name of the executors by order of the Court of Chancery, the real plaintiff being the *cestui que trust*. As a matter of fact, I believe all the premises are leasehold, and that it is by a mistake that the word freehold was inserted in the statement of claim.

Order to amend the claim by stating the title of the plaintiff, if any, to the freehold premises, and the amounts and dates of rent due; if the plaintiff has no title the claim to be amended accordingly.

On the hearing of the summons to strike out the interrogatories, the last one as to documents was struck out.

LINDLEY, J., stated that he did so simply for the purpose of keeping the practice uniform.

No order as to costs.

Jan. 4.—*German Bank of London (Limited) v. Schmidt & Co.*

Signing judgment on specially-indorsed writ—Ord. 14, r. 1.

This was an action on a bill of exchange, of which the defendants were the acceptors, and the plaintiffs the indorsees and holders for value. The present summons was an appeal from Master Manley Smith's order, refusing to allow judgment to be signed under ord. 14, r. 1.

Safford, for plaintiffs.

Hornell, for defendants.—The drawer is being sued in Russia on this bill, and if we defend the action, we can bring him in as a third party, from whom we claim indemnity.

Order for judgment to be signed unless the defendants pay the amount into court within ten days.

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Jan. 5.—*Roberts v. Guest.*

Signing judgment on specially-indorsed writ—Ord. 14, r. 1.

This was an action brought to recover money on behalf of an estate under administration. The summons was an appeal from the order of Master Watson, refusing leave to sign judgment under ord. 14, r. 1. The nature of the defence which it was desired to set up was a claim against the estate for costs in a suit in the Court of Chancery, under an agreement to pay costs.

LINDLEY, J.—The defendant has no order yet for his costs, and he may never get one. Judgment to be signed, unless the defendant pays the amount claimed into court.

Jan. 5.—*Hoyce v. Giles.*

Where statement of claim dispensed with, no statement of defence necessary—Ord. 19, r. 2.

In this case the district registrar of Gloucester had set aside a judgment that had been signed under his order, and that decision was now appealed from. At the time of the defendant's appearance in the action she gave notice that she dispensed with a statement of claim, according to the provision of ord. 19, r. 2. Subsequently the defendant applied for an extension of time for delivering her statement of defence; but no defence having been delivered within the extended time, judgment was signed by the plaintiff under ord. 29, r. 2, by order of the district registrar. The judgment so signed was set aside by the registrar on the defendant's representation that where no statement of claim was required or delivered, no statement of defence was necessary.

LINDLEY, J.—It seems clear that where the defendant dispenses with the statement of claim, and no statement of claim is delivered, no statement of defence can be required. Of course, where no pleadings are necessary, judgment cannot be signed under ord. 29, r. 2.

Appeal dismissed with costs.

Solicitors for defendant, *Thomas White & Sons.*

Solicitors for plaintiffs, *Peacock & Goddard.*

Jan. 7.—*Johnson v. Whitehead.*

Notice of appearance—Ord. 12, r. 6.

The writ in this action was issued at the Leeds district registry on December 14, and judgment was signed on December 22 in default of appearance. The defendant had entered appearance in London on December 21, and had given notice on the same day to the London agents of plaintiff's solicitor. On this ground he had applied to Master Sir F. Pollock to set aside the judgment, and the master had referred the application to the judge. For the plaintiff it was contended that notice of appearance must be given to the plaintiff in person, or at all events to his solicitor in the country; while the case on the other side was that notice to the London agent was sufficient.

LINDLEY, J.—The defendant is bound to give notice of appearance under ord. 12, r. 6, and the question is what notice is sufficient. Looking at ord. 7 of the additional orders of December, 1875, I think that notice to the agent in London is sufficient. As, therefore, notice of appearance was given to the plaintiff before judgment was signed, the judgment must be set aside. But as judgment was signed under a mistake, I shall impose the condition on the defendants that no action be brought. Costs to be costs in the cause.

Jan. 7.—*Ibbotson v. Whitworth.*

Procedure under Bills of Exchange Act—District registry—Payment into court—Ord. 2, r. 6.

This was an action under the Bills of Exchange Act in the district registry of Sheffield. The defendant had obtained leave to defend upon paying £40 into court. Judgment had been signed and execution issued for non-compliance with this condition, and the present summons was to set aside that judgment, and stay execution.

For the plaintiff it was contended that the proceedings being in the district registry of Sheffield, and the defendant having entered appearance there only, the money should have been paid into court at Sheffield, and not in London; and further that the £40 was not paid into court in London till after the time given by the registrar had expired.

For the defendant it was argued that, the proceedings

being under the Bills of Exchange Act, the money was rightly paid into court in London; that he had entered appearance in London as well as at Sheffield; and that the delay in paying the money in had arisen entirely from the difficulty of finding out where to pay it in. Ord. 2, r. 6, was referred to.

LINDLEY, J.—I think the defendant has waived the objection that proceedings under the Bills of Exchange Act cannot be taken in a district registry by appearing there, and, therefore, the £40 should have been paid into court in Sheffield. Whether the objection would have been a tenable one it is not necessary now to decide. I am disposed to give the defendant leave to defend, as there was a mistake, but as the judgment has been regularly signed, I must put him under terms.

Order to set aside the judgment and the execution on the terms following:—That the defendant brings no action against the plaintiff or his solicitor or the sheriff, and pays the expenses of the execution, and pays into the Sheffield registry £95 2s. 6d. within a week, the plaintiff consenting to the defendant's obtaining back the £40 paid into court in London. The sheriff to withdraw when the money has been paid into court; no sale in the meantime. If the money be not paid within the week, judgment to stand and execution to proceed. The defendant to pay the costs of this application.

Jan. 7.—*Atwood v. Miller.*

Counter-claim—Judicature Act, 1873, s. 24, sub-section 2—Ord. 19, r. 3.

This was an action for rent, in which the defendant set off the price of butcher's meat delivered, and had also a counter-claim for damages as tenant from year to year of the plaintiff, and for specific performance of an agreement to grant a lease. The master had refused to strike out the counter-claim, and that decision was now appealed against.

Counsel for plaintiff.—This is a simple claim for two years and three-quarters' rent under a written agreement. The defendant has admitted that the rent is due, and the only real question in the action is whether we owe him a butcher's bill. Nothing has been done under the agreement of which he seeks specific performance, and therefore it would not be granted him. In any case, specific performance would not be ordered in this division, and the cause would have to be transferred to the Chancery Division. I admit that the question is one entirely in your lordship's discretion; but I submit that this is an embarrassing counter-claim, and should therefore be struck out.

F. Turner, for defendant.—The counter-claim is not simply for specific performance; it is also for damages for non-performance of the conditions in the agreement to let. The plaintiff let us premises with certain easements attached, and has shut us out from the enjoyment of them; and for this we claim damages. Any division of the High Court can grant specific performance under section 24 of the Act of 1873, sub-section 2. Why should there be two proceedings when everything can be decided in one? We have a right to set up two distinct claims—one for damages as tenants from year to year, and the other for specific performance of an agreement.

LINDLEY, J.—At first sight it appeared doubtful whether the defendant could conveniently make both these claims together, and I was inclined to think that the claim for specific performance should be postponed, and tried separately. But I do not think that is necessary. I cannot hold that this counter-claim is sufficiently embarrassing to be struck out, and I think if I were to do so, I should be acting against the spirit of the Act.

No order.

Jan. 7.—*Atkins v. Taylor.*

Specially-indorsed writ—Notice in lieu of statement—Judgment signed in default of statement of defence—Ord. 14, r. 1; ord. 19, r. 2; ord. 21, r. 4; ord. 22, r. 3; ord. 29, r. 2.

This was an appeal from the order of the district registrar of Birmingham setting aside judgment. The writ had been specially-indorsed and the plaintiff had applied to the district registrar under ord. 14, r. 1, for leave to sign judgment, which application the defendant had successfully opposed. No further step was taken by either side until the

plaintiff applied to the district registrar for leave to sign judgment under ord. 29, r. 2, as no statement of defence had been delivered. This application was granted, but the defendant subsequently obtained an order from the registrar setting aside the judgment on the ground that no statement of claim had been delivered.

Channell, for plaintiff.—The plaintiff filed an affidavit verifying the indorsement on his writ, when the application was made to the registrar for leave to sign judgment; and no statement of claim is necessary where the writ is specially indorsed. As there was a misapprehension, I cannot ask for judgment, but as the judgment was regularly signed, the defendant should be put under terms. What we really wish to know now is who is to take the next step, as we have come to a dead-lock.

Butterworth, for defendant.—No notice was given by the defendant that he dispensed with a statement of claim; and the plaintiff was bound to give notice that his claim was that which appeared by the indorsement on writ, according to ord. 21, r. 4.

LINDLEY, J.—It cannot be necessary to deliver any statement of claim where the writ is specially indorsed. Ord. 19, r. 2, and ord. 21, r. 4, are general rules, and ord. 22, r. 3, is a special rule, and is therefore to be followed. I think, according to the true construction of the Act, the judgment was regular. I will set aside the judgment, however, and order the defendant to deliver a statement of defence in eight days. Costs to be costs in the cause.

Jan. 7.—*Young v. King.*

Transfer of cause—Judicature Act, 1873, s. 31.

An application was made to stay proceedings in this action, or to send it over to the Rolls Court, where an action of ejectment (*King v. Young*) had been commenced. The action was by a mortgagee to be let into possession.

Eyre, for plaintiff.

F. Turner, for defendant.

Case transferred to the Rolls, with liberty to the plaintiff to apply for possession.

Costs in the cause.

(Before ARCHIBALD, J.)

Jan. 8.—*Carter v. Leeds Daily News Company and Jackson.* Interrogatories—Ord. 31, rr. 4, 5.

This was an action for libel, and the defendants now applied to strike out interrogatories that had been delivered.

Tennant, for defendant company.—These interrogatories have been delivered to us without an order, in violation of ord. 31, r. 4. I therefore ask that, as regards us, they may be struck out.

Lumley Smith, for defendant Jackson, cited *Wilton v. Briggall* (ante, p. 121) and *Pitten v. Chatterbury* (ante, p. 139).
Crompton, for plaintiff, cited *Ramsden v. Brearley* (ante, p. 30).

The following were the interrogatories that had been delivered:—

"Interrogatories on the part of the plaintiff, to be answered by an officer of the Leeds Daily News Company (Limited), and by the defendant William Lauries Jackson.

"(1) Is the defendant William Lauries Jackson the editor or publisher of the *Leeds Daily News*, and what position does he occupy in respect of the said newspaper?

"(2) Is William Lauries Jackson a shareholder in the said company?

"(3) Is it the duty of the said William Lauries Jackson to exercise a supervision over paragraphs of the nature of those set out in the statement of claim?

"(4) Did the said William Lauries Jackson write, or have anything to do with the writing of, any and which of the paragraphs mentioned in the statement of claim; and, if not, who was the writer of such paragraphs, and of each of them?

"(5) Did the said William Lauries Jackson see any and which of the said paragraphs before they were inserted in the newspaper or before the newspaper was published or circulated, and did he sanction the publication of the said paragraphs, or of any and which of them?

"(6) By whom, and in what way, were the said paragraphs brought to the office of the Newspaper Company, or of any one else and whom, on their account, at one time, and, if not, when were they received?

"(7) Were the numbers of the *Leeds Daily News* of the 13th of August, 1875, 19th of August, 1875, 10th of September, 1875, and the number of the *Leeds Daily News* containing the paragraph commencing with the word 'Query,' printed and published by the Leeds Daily News Company (Limited) or by the defendant William Lauries Jackson, or by both of them?"

"(8) Has the said company, or has the said William Lauries Jackson, or have they at any time, and when, had in their or his possession or control, the original writings of the paragraphs mentioned in the statement of claim, or any letters or documents original, or copies relating to the matter mentioned in the said paragraphs or to the subject-matter of this action?"

"(9) Have you any and what objections to the production, inspection, and copying of any and which of the said writings and documents, and where and in whose possession and control are they now?"

ARCHIBALD, J.—As regards the first interrogatory, I can only allow the plaintiff to ask whether Jackson is the publisher. He cannot be asked whether he is the editor. I will allow the second and third. The fourth and fifth must be struck out. The sixth and seventh allowed. The eighth and ninth struck out.

All the interrogatories struck out as regards the company.

(Before LINDLEY, J.).

Jan. 10.—*Moorhouse v. Colville*.

Amendment of claim—Ord. 27, r. 1.

This was an action for unlawful distress. Master Dodgson had ordered the statement of claim to be struck out, and that order was now appealed against.

R. Williams, for the plaintiff, contended that the only objection to the statement of claim was that it was prolix which was only a matter of costs.

A. L. Smith, for the defendant.

LINDLEY, J.—This statement is not only prolix, it is obscure. But I will give the plaintiff an opportunity of seeing whether he cannot amend the claim. "Amended" to be added to master's order. Costs of this application to be defendant's.

Jan. 11.—*Voysey v. Cox*.

Interrogatories—Ord. 31, rr. 5, 8.

On a summons to strike out interrogatories in this case, the point arose as to the proper method of taking an objection to answer; whether it might be taken under r. 5 or r. 8 of ord. 31 indifferently.

LINDLEY, J.—There was a rule in equity, that if you answered at all you must answer fully; and it is quite plain to me that r. 8 was intended to do away with that difficulty. Speaking generally, I should say that the proper method of taking objection to an interrogatory as bad in substance is to strike it out, under r. 5; and that the proper method of taking an objection to an interrogatory not bad in itself, but which there are special reasons for objecting to answer, is in the affidavit in answer, under r. 8.

(Before ARCHIBALD, J.).

Saturday, Jan. 8.—INTERROGATORIES—ORD. 31, r. 1.—This was an action for damages for breach of contract in not taking fruit, and for the price of the fruit. The defendant now applied for an order to administer interrogatories before the delivery of a statement of defence. He wished to interrogate as to the weight of fruit sold. The statement of claim gave the number of pots of fruit sold.

ARCHIBALD, J.—The defendant does not want these interrogatories at all; the plaintiff's case is that the fruit was sold by pots. If the defendant's case is that the fruit was sold by weight he can set that up in his statement. No order.

DISCOVERY—ORD. 31, r. 12.—This was an action of ejectment by the owner of a vicarage-house, and discovery was now applied for by the plaintiff. In his statement of claim he said he was inducted on the 28th of October, and that he then became entitled to enter the vicarage-house. Defendant in his statement of defence asserted that he was

tenant from year to year; and the plaintiff desired to see the agreement on which the tenancy was founded. The defendant objected to give discovery, on the ground that the application was too late, issue having been joined.

Order for discovery.

(Before LINDLEY, J.).

Monday, Jan. 10.—SIGNING JUDGMENT ON SPECIALLY-INDORSED WRIT—JUDICATURE ACT, 1873, s. 22—ORD. 14, r. 1.—This was an action on two promissory notes that were overdue and unpaid. An application had been made to sign judgment under ord. 14, r. 1, on a writ issued in September, the indorsement on which was similar to what it would now be under ord. 3, r. 6, and had been refused by a master; and on appeal to the judge, the case had been adjourned to see if the defendant could make an affidavit showing a good defence. The adjourned summons now came on, and the defendant produced no affidavit. For the defendant, decisions of Quain, J., were relied on, refusing to allow judgment to be signed under similar circumstances (*ante* p. 101, third in col. 2); for the plaintiff, a decision of Baron Huddleston (*ante*, p. 162, second in col. 2) was referred to.

LINDLEY, J.—If the defendant could have produced an affidavit that he had a good defence, this point need not have been decided. But as no affidavit has been filed, I must assume that there is no substantial defence to the action. It is quite clear that I could not allow judgment to be signed upon this writ, if it were not for section 22 of the Act of 1873; but I think that gives me power to do so. But I think the court should decide whether that is so; and I shall give the defendant time to appeal. Order for judgment to be signed, but no execution to issue within ten days.

INJUNCTION—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 3.—An *ex parte* application was made for an injunction to restrain a distress for rent. It was stated that a condition precedent to the landlord's right to rent was that he should put the house in repair. The applicants had commenced an action on this agreement of the landlord, in which they claimed £150. He was willing to pay the amount of the distress into court.

LINDLEY, J.—*Prima facie*, an injunction ought not to be granted *ex parte*. In cases of emergency it will be granted; but an injunction is very rarely given without hearing both sides. You must serve the other side with a notice that you intend to apply for an injunction on a given day.

Tuesday, Jan. 11.—TRANSFER FROM COUNTY COURT—JUDICATURE ACT, 1873, s. 90.—An *ex parte* application was made to transfer all proceedings from the county court. The applicant was directed to proceed by summons, a stay of proceedings in the county court in the meantime being granted.

"Lex" writes to the *Times* to urge that there may be some additional judicial strength at Judges' Chambers. The accumulation of business of late, he says, has been so great that considerably more than seventy summonses will on Monday be before the sitting judge. This enormous amount of business has accumulated in consequence of the new practice, and the appeals from the decisions of the masters rendered necessary thereby. The work at Rolls gardens is far too heavy for one judge to attend to, for on a moderate computation the average time that can be spared to each summons is three minutes, and it is needless to say that it is impossible for justice to be done in such a short period. [Two judges have sat when occasion has required it.]

Judge Breese, of the Illinois Supreme Court, says the *Albany Law Journal*, in the recent will case of *Rutherford v. Morris*, thus roughly handles a certain class of medical experts: "These doctors were summoned by the contestants 'as experts' for the purpose of invalidating a will deliberately made by a man quite as competent as either of them to do such an act. They were the contestants' witnesses, and so considered themselves. The testimony of such is worth but little, and should always be received by juries and courts with great caution. It was said by a distinguished judge, in a case before him, 'if there was any kind of testimony, not only of no value, but even worse than that, it was, in his judgment, that of medical experts.'"

Legal News.

At the Cornwall Quarter Sessions the chairman stated that the calendar was lighter than he had known it for thirty years. There were only three cases of felony in the calendar, and there was not a single case of violence to the person.

The *Virginia (Nevada) Chronicle* gives the following as a specimen of the style of forensic oratory prevalent in Nevada:—"Gentlemen of the jury, it has been asked by the opposing counsel why my client went downstairs. That the blush of shame did not mantle the cheek of my learned friend while putting such an inquiry argues a heart whose sensibilities are wholly deadened. The astonishment which is depicted upon your countenances, gentlemen, is sufficient to assure me that you appreciate the position in which this injured wife and delicate woman was placed. [She weighed 170 lbs. at least, and had a very red face, of uneven surface.] Why did she go downstairs, gentlemen? The question has been asked, and I answer. Turn your gaze upon this beast; this monster in the semblance of a man; this demon in human form! Let him speak! [The beast, &c., evinced signs of rising wrath.] Take his sworn testimony. Here is the question: 'Why did Mrs. Bulgruddery go downstairs?' Answer—'I h'isted her.' Gentlemen of the jury, he h'isted her! He, the brute, once, perhaps, a man, raised his foot and applied it to the form of her who at the holy altar he had sworn to love and cherish. She, a blushing bride, breathing timidly the vow which bound her for ever to Bulgruddery. Then a happy mother, holding to her breast the pledges of love. And yet he h'isted her! Not only did he h'ist her, gentlemen of the jury, but it is in evidence that he took a flat-iron from her hand, and accompanied his kick with a blow from that useful domestic utensil. And yet the learned gentleman has the audacity to ask why Mrs. Bulgruddery went downstairs."

The Council of the Law Amendment Society, desirous of making some effort to procure legislation in this country, if found expedient, in favour of the evidence of accused persons being taken on their trial, has forwarded the following questions to the Chief Justice and Attorney-General of each of the United States of America, and of the State Provinces of Canada, in the hope that they may be willing to send replies which may be of service as giving the most recent information on this subject from the most experienced sources:—"1. In your State are prisoners and defendants in criminal proceedings, and their wives and husbands, allowed to give evidence on oath for the defence? 2. If so, is this course optional on the part of the prisoner or defendant, his wife or her husband, or can he be compelled to give evidence? 3. When so under examination can the prisoner or defendant (or the wife or husband) be examined, cross-examined, and re-examined in the same manner, and subject to the same liabilities and immunities as other witnesses? 4. When so under examination is the prisoner liable to be cross-examined as to his previous good character and conduct, and particularly can he be asked whether he has committed previous offences? 5. If the examination or cross-examination of prisoners is allowed, is it conducted by counsel or by the judge, whether at the preliminary examination or the final trial? 6. Has your system been changed in the above respects, and if so, how long? 7. If your system has been changed in favour of admitting the testimony of prisoners, how has the new system worked in practice, and has it given satisfaction to the profession and the public? 8. Especially, has the change been productive of any real hardship or injustice to the innocent, or has it assisted in bringing the guilty to punishment?"

An American contemporary reports the following valuable advice given by Judge Underwood, of Georgia, to four young men who had just passed an examination in his court:—"Young gentlemen, I want to say a thing or two to you. You have passed as good an examination as usual, perhaps better, but you don't know anything. Like those young fellows just back from their graduation college, you think you know a great deal. That is a great mistake. If ever you get to be of any account, you will be surprised at your present ignorance. Don't be too big for your breeches. Go round to the justices' court. Try to learn something. Don't be afraid. Set off upon a high key. You will no doubt speak a great deal of

nonsense, but you will have one consolation—nobody will know it. The great mass of mankind take sound for sense. Never mind about your case—pitch in. You are about as apt to win as to lose. Don't be afraid of the wise-looking justice. He don't know a thing. He is a dead beat on knowledge. Stand to your rack, fodder or no fodder, and you will see daylight after a while. The community generally supposes that you will be rascals. There is no absolute necessity that you should. You may be smart without being tricky. Lawyers ought to be gentlemen. Some of them don't come up to the standard, and are a disgrace to the fraternity. They know more than any other race generally, and not much in particular. They don't know anything about sandstones, carboniferous periods, and ancient land-animals known as fossils. Men that make out they know a great deal on these subjects don't know much. They are humbugs—superb humbugs. They are ancient land-animals themselves, and will ultimately be fossils. You are dismissed with the sincere hope of the court that you will not make asses of yourselves.

Law Students' Journal.

ADMISSION OF SOLICITORS.

LIST OF GENTLEMEN APPLYING TO BE ADMITTED AS SOLICITORS OF THE SUPREME COURT, AND FOR RE-ADMISSION; AND TAKING OUT AND RENEWAL OF CERTIFICATES.

NOTICES OF ADMISSION FOR FEBRUARY, 1876.

Ackland, Bryans Thomas Lambert—Articled to William Fitzroy Ackland, Saffron Walden
Bigge, William Egelrie—Herbert Cranmer Harvey, Newcastle-upon-Tyne; Alfred Bell, 49, Lincoln's-inn-fields
Brown, William Linford—Robert William Head, Exeter
Clark, Alfred Sydney—Edward Oram Gard, Devonport
Cousans, Frank Beetham—Thomas Charles Bourne, Lincoln
Curry, Francis Alfred—William Curry, 14, Great George-street, Westminster
Farrer, Benjamin Percy—Thomas Bradley Chambers, Brighouse
Faulconer, Robert Hoffman—Bernard Husey-Hunt, Lewes
Franklin, Daniel—Thomas Smith, Gloucester
Grugger, Francis Henry—Thomas Holden, Hull; Wilfred Bushby, 11, Staple-inn; James Henry Holden, 11, Staple-inn
Hanson, William Hubert Henry—George Graham White, Launceston
Harris, Francis—George William Harris, Halstead, Essex
Harris, John Foster—William Harris, 5, Stone-buildings; William Janeway, 38, Bedford-row
Holmes, Percy—Henry Hughes, Maidstone, Kent
Jones, Daniel—William Goode Davies, Newcastle-upon-Tyne; Thomas Goffey, Liverpool; Edwin Hughes, Liverpool
Joslen, Arthur, the younger—Arthur Joslen, Maidstone; Stephen Godfree Ashwin, Garden-court, Temple
Lawrence, Wyndham—Frederick Bodenham, Hereford; John Prettyman Slingsby Roberts, Leadenhall-street
Long, James—Samuel Rowles Pattison, 50, Lombard-street
Morris, Arthur—John William Mellor, Oldham
Nicholson, Wm. Walter—Francis Thirkell White, Boston
Parnell, Edward Hamilton—Robert King, 25, Birchin-lane
Patchett, Alfred—Charles Emmet, Halifax
Pateman, John Thomas—Charles Leadbitter Hughes, Lincoln; John Thomas Pateman, Uppingham
Potter, Edmund—Walter Murton, 13, Southampton-street, Bloomsbury; William Henry Egerstone Duncan, 45, Bloomsbury-square; Cuthbert Gardner, 45, Bloomsbury-square
Richardson, Edward George Usher—Martin Richardson, Bridlington
Ross, Alexander—Thomas Coombs, Dorchester, Dorset
Sykes, James Dixon—Samuel Smith, Chester
Teebey, Robert Grimston—John Lynch, Liverpool
Toombs, John Kewell Shepherd—John Priest, 10, Buckingham-street, Strand, and 13, York-street, Covent-garden
Trower, Walter—Henry Skrine Law Husey, 10, New-square, Lincoln's-inn
Waller, Arthur—George Boulton, 21a, Northampton-square

Watts, Joseph John—Sydney Clulow Child, Victoria-street, Westminster; John Henry Bolton, 1, New-square, Lincoln's-inn; Charles Robbins, 1, New-square
 Wheeler, Thomas William Tyler—Frederic Thomas Hall, 15, Gray's-inn-square
 Whitmarsh, William Gilbert—William Champain Hall, 7, Lincoln's-inn-fields; and 10, Southampton-street, Bloomsbury
 Wilson, John—William Todd, Hartlepool

RENEWED NOTICES OF ADMISSION FOR FEBRUARY, 1876.

Jones, Samuel Lloyd—Henry Lloyd Jones, Bangor; Alexander Day, Runcorn; John Radcliffe, Liverpool
 Porteous, Robert George—William Moore, Sunderland

NOTICES OF ADMISSION FOR THE 31st OF JANUARY, 1876, PURSUANT TO ORDER.

Common, Alfred Kipling—Charles Kitson, Sunderland
 Warner, Sydney Gater—James Bradley, Southampton
 APPLICATIONS TO TAKE OUT AND RENEW CERTIFICATES AT THE EXPIRATION OF SIX WEEKS FROM THE DAY OF NOTICE.

Broad, Thomas John, 7, Harrison-road, Halifax; Aylesbury
 Bullock, Herbert, Saint Albans, Herts.

Chabot, Clement, Liverpool
 Gibson, Albert, Yokohama; Fyfield Rectory, Ongar, Essex; 22, Finsbury-square

Lovesy, Richard Whitthorne, Mitcham-common, Surrey
 Pain, John Cave, 1, Manchester-terrace, Kilburn
 Smith, Francis Peters, 19, King's Arms-yard, Coleman-street; 71, Cambridge-street, Pimlico
 Walker, John Charles, Barrow-in-Furness; West Retford
 Yates, Hercules Campbell, 59, Davies-street, Berkeley-square; 31, Eastbourne-terrace, Hyde-park

INNS OF COURTS.

HILARY EXAMINATION, 1876.

General Examination of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 31st of December, 1875, and 1st, 5th, 6th, and 7th of January, 1876.

The Council of Legal Education have awarded to Charles Alfred Cripps, Esq., of the Middle Temple, and Arthur Elliott Wells, Esq., of Lincoln's-inn, Studentships in Jurisprudence and Roman Civil Law, of one hundred guineas, to continue for a period of two years.

To Joseph Edwin Crawford Munro, Esq., of the Middle Temple, a studentship in Jurisprudence and Roman Civil Law, of one hundred guineas, for one year.

And to Robert Hopkins Adams, Montgomery Horace Streetfield Beadnell, Archibald George Bovill, Navroji Pestangi Cama, Samuel Henry Day, James Fox, Gerald Ooghegan, Nagendra Nath Ghose, William Edward Gordon, Robert Magrath Johns, Walter Llewellyn Lewis, John Lydekker, Avinasa Chandra Mitra, Julius Wood Muir, Howard Spensley, John Strachan, and Edward Prudentius Willes, of the Middle Temple; Thomas Holford Coward, Frederick Charles Coxhead, Abraham Mallory Dillet, Charles King Francis, James Brooke Little, Herbert Francis Manisty, Arthur Baptist Noel, Henry John Pye, Arthur Augustus Tilly, Maurice Hawtrey Truelove, Eudo George Gresham Wells, Charles Beilby Stuart Wortley, and Charles Edward Baring Young, of the Inner Temple; Meenachaya Cambhampati, James Eastwick, William Gordon Fellowes, Edward Beverley Henderson, Donald Ross Hunter, George Ernest Jeffery, William Chambers Lefroy, Herbert Charles Malkin, John Mercer, James William Middleton, Augustus Nash, William Rhodes, Lewis Boyd Sebastian, Philip Chicheley Hyde Snow, Rickard John Teaffe, and Henry Edward Trevor, of Lincoln's-inn; and William Thomas Waite, of Gray's-inn, Esqs., certificates that they have satisfactorily passed a public examination.

Court Papers.

THE LAND TRANSFER ACT, 1875.

RULES AND ORDERS.

Office of Land Registry.

RULE.

By virtue and in pursuance of the Land Transfer Act, 1875, I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do distribute

the business to be performed in the office of land registry, as constituted under the Act, amongst the several officers attached thereto by the 123rd section of the Act, in manner following: that is to say, the registrar shall perform the duties of registrar under the Act; the assistant-registrar shall, in the absence of the registrar, perform the duties of registrar under the Act, other than and except the duties hereinafter mentioned, and shall, when the registrar is present, act in aid of the registrar and subject to his directions. But the registrar alone shall be entitled to perform the following acts, viz.,

- (a.) To approve of an absolute or qualified title in reference either to freehold or leasehold land:
- (b.) To inhibit dealings with registered land:
- (c.) To order production of deeds:
- (d.) To state a case for the opinion of the court:
- (e.) To direct substituted service.

The other officers shall, under the direction of the registrar, or in his absence of the assistant-registrar, perform such duties in relation to the business under the Act as shall be the same as, or duties analogous to, those which they respectively performed previously to the passing of the Act.

Dated this 24th day of December, 1875.

CAIRNS, C.

GENERAL RULES.

By virtue and in pursuance of the Land Transfer Act, 1875, I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, with the advice and assistance of Brent Spencer Follett, Esq., one of her Majesty's Counsel, the registrar under the Act, do make the following general rules for the purpose of carrying the Act into execution.

Dated this 24th day of December, 1875.

CAIRNS, C.

B. SPENCER FOLLETT.

GENERAL RULES.

PROCEEDINGS ON FIRST REGISTRATION.

GENERAL.

Application for Registration of Proprietorship.

1. Every application for registration shall state the nature of the interest of the applicant, and a general description in concise terms of the land, and shall refer to the particular description to be left therewith. It shall also state whether the registration applied for is with an absolute or a possessory title, or, in the case of leasehold land, with or without a declaration of the title of the lessor to grant the lease under which the land is held.

Where the application is for the registration of a nominee, or is made by a purchaser, the consent in writing of the nominee or his solicitor, or the vendor or his solicitor, shall be left with the application; and where such application is made by virtue of a trust or power of sale, the consent in writing of the person, if any, whose consent is required to the exercise of such trust or power, shall be also left with the application.

Land below High-Water Mark.

2. Where land comprised in an application for registration is below high-water mark at ordinary spring tides, the fact shall be stated in the application, and the notices required by the 66th section of the Act shall be prepared by the applicant and served through the office within seven days of the application being left.

Description.

3. A particular description of the land comprised in the application and, as part thereof, an extract on tracing linen from the public map, with a reference where necessary to a revision and enlargement of such extract, to be made also on tracing linen, delineating the land and defining its locality, shall be left with the application. This description shall be signed by the applicant or his solicitor, and the extract shall have a margin of at least two inches left for annexing to the register; and the public map from which the extract is taken, and the date and scale, if any, marked thereon, shall be stated on the extract.

Production of Documents under the 71st Section.

4. Where any person shall be required to produce deeds, instruments, or evidence of title under the 71st section, the requirement to produce the same shall be prepared by the

applicant and settled by the registrar and served through the office.

Abatement of Proceedings.

5. In the case of death or transmission or change of interest pending registration, the proceedings therein shall not abate, but shall, subject to the provisions of the Act and of these rules, be available to such person as the registrar on application, having regard to the rights of the several persons interested in the land, may direct, if such person think proper to adopt the same.

Possessory Title.

6. If the application for registration is with a possessory title only, there shall be left in the office with the application a declaration made by the applicant (or by one of the applicants if more than one, or by some person whose consent is required to the application) and his solicitor, to the best of their respective knowledge, information, and belief verifying the description, and to the effect that the applicant, either alone or with the person (if any) consenting to such application, and either subject or not to incumbrances, is well entitled for his or their own benefit, or as holding the land on trust for sale, or as trustee, mortgagee, or otherwise having a power of selling the land (as the case may be) to an estate in fee simple, or the power of disposing by way of sale of an estate in fee simple in the land, that the actual possession or receipt of the rents and profits thereof is in accordance with the applicant's title, and that the applicant or his nominee is entitled under the Act to be registered as the proprietor of the land, and that the documents of title (if any) mentioned in the schedule to such declaration comprise amongst others (if the fact be so) the last conveyance or other document under which the applicant's title is derived, and (if the fact be so) that upon the documents so referred to being stamped or marked under the 72nd section, the registration cannot be concealed from a purchaser or other person dealing with the land.

The documents (if any) referred to in the declaration shall be left in the office with the application. If there be no such documents then the applicant shall leave in the office with the application such evidence as will satisfy the registrar that the registration cannot be concealed from a purchaser or other person dealing with the land. Such notice (if any) of the application for registration or of the registration shall be given as the registrar may direct.

When the registrar is satisfied with the declaration produced and with the description of the land, and the documents (if any) to be stamped or marked have been left for the purpose, or the registrar is otherwise satisfied that the registration cannot be concealed from a person dealing with the land, he shall register the applicant with a possessory title.

ABSOLUTE TITLE AND LEASEHOLD LAND.

Additions to and Verification of Description.

7. If the land be in the occupation of any persons other than yearly tenants, or tenants at will, or be subject to any leases, agreements for leases, or incumbrances, or be situate within or held of any manor, the particulars of the names and addresses of the tenants, lessees, incumbrancers, and lord of the manor shall be added to the description.

The description and such last-mentioned particulars (if any) shall be verified by the declaration of the applicant (or of one of the applicants, if more than one, or of some person whose consent is required to the application) and his solicitor; such declaration shall be left with the application, and shall state that the actual possession or receipt of the rents and profits of the land comprised in the application is in accordance with the applicant's title.

Abstracts and Proofs.

8. If the application is for registration with an absolute title, or of leasehold land with or without a declaration of the title of the lessor, an abstract of title shall be left with the application. The abstract shall be in the usual form, regard being had to the provisions of the Vendor and Purchaser Act, 1874, and any opinion of counsel, or any requisitions and answers relating to the title that may be in the control of the applicant, shall also be left with the application. The documents to be produced in support of the abstract shall be left with the application, or a place

and time appointed, on leaving the abstract, for the production of such documents.

All abstracts and copies of documents left in the office shall be examined and compared with the original muniments, and all searches and inquiries which the registrar shall consider necessary in the investigation of or in relation to title shall be made by such person, and in such manner as the registrar shall direct. A schedule of documents left in the office in support of the abstract shall be left with such documents.

Examination of Title.

9. The registrar may, if he so think fit, refer any title, the examination of which is required to be made by him, or any points arising thereon, to either of the present examiners of title under the Land Registry Act, 1862, or to one of the conveyancing counsel of the Chancery Division of the High Court of Justice. The costs of such examination, and of proving the title, and of searches and inquiries in relation thereto, and the fees of any conveyancing counsel to whom any title, or points arising thereon, may be referred shall be paid by the applicant.

Advertisement and Notices of Application.

10. Before any person is registered as proprietor with an absolute or qualified title of any freehold land, or (if the registrar shall so think fit) of any leasehold land, notice of the application for registration shall be given by advertisement in such newspaper or newspapers as the registrar shall direct. The registration shall not be completed before the expiration of three months from the date of such advertisement (if any), or the first of such advertisements, if more than one, or one month from the date fixed by the registrar as the date of the settlement by him of the statement of title under the 12th rule, whichever shall, in case there be an advertisement, last happen. Such advertisement may be issued at the request of the applicant at any time after the application for registration shall have been left in the office. A copy of the paper or papers containing the advertisement shall be left in the office.

Notice of the application shall be served by the applicant on such tenants and incumbrancers and other persons as the registrar shall direct, and, if the property is leasehold, on the lessor or grantor, or his representative, and if the property is situated within or held of any manor, on the lord of the manor, unless in any such case the registrar shall otherwise direct.

Objections.

11. At any time within three months of the issue of the first advertisement any person may, by notice in writing to be signed by him or his solicitor, and left in the office, object to the registration. Such notice shall contain an address in the United Kingdom at which service on the objector shall be made, and shall also contain a concise statement of the particulars of the objection.

Statement of Title.

12. When the title is approved by the registrar as an absolute or qualified title, or in the case of leasehold land is approved by the registrar with or without a declaration of the lessor's title to grant the lease, the applicant shall furnish a statement of the following particulars, which the registrar shall settle for the purpose of framing therefrom, and from the description of the land, the entries for the register; that is to say,

- 1st. The name, address, and description of the proprietor to be entered on the register, and the nature of his proprietorship and title, and the qualifications, if any, of the title.
- 2ndly. The incumbrances, including leases and agreements for leases, if any, to be entered on the register.
- 3rdly. In the case of leasehold land, where a declaration of the title of the lessor to grant the lease is to be made, any entry required to be made in respect of such declaration; and also, if the lease contains a prohibition against alienation without licence, the particulars of the provision to be entered on the register by way of restriction to that effect.
- 4thly. Any other entry authorized by the Act to be made on the register, and the entry of which is required or ought to be made.
- 5thly. If the description of the land require alteration, the particulars of such alteration.

When such statement has been settled by the registrar notice thereof shall be given by the applicant to all persons, whether or not they shall have any interest noted therein, to whom, in the registrar's opinion, notice should be sent, and to any other person claiming any interest in the property who shall in writing have required the registrar to give him such notice and furnished an address in the United Kingdom for that purpose. The statement may be seen in the office by the applicant, and by any other person, whether or not notice has been given to him, who shall satisfy the registrar that he ought to be allowed to inspect the same, and a copy shall, if required, be furnished to the applicant at his expense. Any such person may object to such statement, and the objection to such statement shall be made in writing, signed by the objector or his solicitor, and left in the office before the expiration of the period referred to in rule 10, and shall contain an address in the United Kingdom on which service on the objector shall be made, and shall contain a concise statement of the particulars of the objection.

Hearing of Objection.

13. The applicant or his solicitor shall obtain an appointment before the registrar for hearing any objection with reference to registration or to the statement of title under rule 12, which shall have been duly left in the office, and shall serve the objector with a notice in writing to come in and state his objection to the registrar at the time mentioned in such notice, such time not being less than seven clear days after service of such notice. The parties may be heard in person, or by counsel or solicitor.

Proceedings may be modified in Cases of Parliamentary Title.

14. In any case where the registration affects land already registered, or relates to land allotted or taken in exchange on an inclosure, or under an order of exchange of the Inclosure Commissioners for England and Wales, and enuring to the registered title, or otherwise acquired by the applicant under a parliamentary title, the registrar may, if he so think fit, modify or waive the notice directed by the 10th rule to be given by advertisement, and may otherwise modify the proceedings, and may complete the registration as soon as he considers it can properly be done.

CAUTION AGAINST ENTRY OF LAND ON REGISTER.

15. Every caution lodged under the 60th section of the Act shall be signed by the cautioner or his solicitor, and shall contain a place of address in the United Kingdom at which any notice may be served; and the description of the land to be contained in the declaration in support of the caution shall refer to an extract from the public map, with a revision and enlargement of such extract where necessary delineating the land and defining its locality, and such declaration shall be left with the caution. The period to be limited by the notice to be served on the cautioner under the 62nd section shall be fourteen days, or such other period, not less than seven days, as the registrar may direct. The notice shall be served either personally or through the post. Every caution shall be renewed before the expiration of five years from the date of lodging the same, otherwise it shall be treated as withdrawn.

PROCEEDINGS AFTER REGISTRATION.

Caution against dealing with Registered Land.

16. Every caution lodged under the 53rd section of the Act shall be signed by the cautioner or his solicitor, and shall contain a place of address in the United Kingdom at which any notice may be served, and the declaration in support of the caution shall contain a reference to the land or charge to which the caution applies, and to the registered number of the estate, and shall also contain the particulars of the cautioner's interest in such land or charge. The period to be limited by the notice to be served on the cautioner under the 54th section of the Act shall be fourteen days, or such other period, not less than seven days, as the registrar may direct. The consent of a cautioner under the 54th section shall be signed by him, and shall be attested by a solicitor and duly verified.

Inhibitions.

17. Every application to the registrar for an inhibiting order under the 57th section of the Act shall be supported by the declaration of the applicant or his solicitor stating

the grounds of the application and referring to the evidence in favour thereof. An appointment shall be then made for hearing the same, and for production of the evidence in support thereof.

Restrictions.

18. Every application under the 58th section of the Act shall state the particulars of the direction or restriction required to be entered on the register, and shall be proceeded with as the registrar shall direct; and every application under the 59th section of the Act to withdraw or modify any direction or restriction shall be made and signed by all persons for the time being appearing by the register to be interested in such direction or restriction, and shall be attested by a solicitor and duly verified.

19. Before any entry is made upon the register under the 3rd paragraph of the 83rd section of the Act the consent in writing thereto of the persons to be entered as the registered proprietors of the land or charge, stating the particulars of the entry required, shall be lodged in the office.

Charge of Registered Land.

20. The instrument by which any charge of freehold or leasehold land shall be made under the 22nd section of the Act shall be left in the office, and the execution thereof by the registered proprietor of the land shall be attested by a solicitor and duly verified. And where it is desired that an entry should be made on the register negating the implied covenants referred to in the 23rd and 24th sections of the Act, or that any entry should be made on the register, contrary to the powers given to a registered proprietor of a registered charge by the 25th, 26th, and 27th sections respectively, or contrary to the provisions of the 28th section as to the priority of registered charges, the application to be made in that behalf shall state the particulars of the entry required to be made, and shall be signed and the signature attested and verified in the same manner as is required with respect to the execution of the instrument of charge. Such verification may, where practicable, be made by the same declaration as that verifying the execution of the instrument of charge. Where a part only of the registered land is comprised in the instrument of charge, the part so charged shall be described in like manner as is provided by rule 23 with reference to a transfer of part of registered land; and in the event of a foreclosure or sale being enforced by the registered proprietor of the charge all the provisions of the said rule shall, so far as the nature of the case may require, be applicable thereto.

Transfer of Charge.

21. The instrument by which any transfer of charge shall be made under the 40th section of the Act shall be left in the office, and the execution thereof by the registered proprietor of the charge shall be attested by a solicitor and duly verified.

Cessation of Charge.

22. Where the cessation of a charge entered on the register is required to be notified under the 28th section of the Act, the application shall be signed by the registered proprietor of the charge, or a registered proprietor interested in the land, and shall be attested by a solicitor and duly verified. If the application is not signed by the registered proprietor of the charge, due proof shall be left with the application of the satisfaction of the charge. The registrar, upon being satisfied of the cessation of a charge, shall, where convenient, notify the same by cancelling the original entry, or shall otherwise enter on the register the fact of such cessation.

Transfer of Land.

23. The instrument by which any transfer of land shall be made under the 29th or 34th sections of the Act shall be left in the office, and the execution thereof by the registered proprietor shall be attested by a solicitor and duly verified. The land shall be described by reference to the registered description, and where a part only of the registered land is comprised in the transfer an extract or copy on tracing linen of or from the public map referred to in such registered description, with a reference where necessary to a revision and enlargement of such extract, to be made on tracing linen delineating the land transferred

and defining its locality, with reference to the land retained, shall be referred to in the instrument of transfer, and annexed thereto, and shall be referred to in and form part of the registered description of the part transferred. The provision of rule 3, as to the extract there referred to, shall apply to the extract required by this rule, and unless such last-mentioned extract shall be conveniently removable for annexation to the register a duplicate thereof shall be left for the purpose. A note shall be made on the registered description of the land retained, referring to the part disposed of. The registrar may, if he so think fit, require that the extract from the public map, referred to in the instrument of transfer of part of registered land, be verified by declaration, or otherwise, as he may direct.

Entry negating Implied Covenants on Transfer of Leasehold Land.

24. Every application requiring an entry to be made on the register negating the implied covenants referred to in the 39th section of the Act, shall state the particulars of the entry required to be made, and shall be signed, attested, and verified in the same manner as is required with respect to the execution of the instrument of transfer. Such verification may where practicable be made by the same declaration as that verifying the instrument of transfer.

Evidence of Transmission of Registered Proprietorship.

25. Where it is required to prove the fact of any person having become entitled to any land or charge in consequence of the death or bankruptcy of any registered proprietor, or of the marriage of any female proprietor, the application shall state the fact to be proved, and the nature of the evidence in support thereof. The evidence shall be left in the office with the application, and the fact shall be proved to the satisfaction of the registrar, and the matter shall be proceeded with as he shall direct.

Death or Marriage of Registered Proprietor, and Dower or Curtesy.

26. Every application under the 41st, 44th, 45th, or 52nd section of the Act shall be supported by the declaration of the applicant and his solicitor, showing concisely the existing rights of the several persons interested in the land or charge affected by the application. The evidence in support of the application shall be left therewith in the office, and the registrar may require such other evidence, if any, and such notices to be given as he may think fit, and the matter shall be proceeded with as he shall direct. Notice of the title to an estate in dower or by the curtesy shall be entered on the register as an incumbrance.

Cessation of Incumbrances entered on First Registration, and Determination of Lease of Registered Leasehold Land.

27. Where upon the first registration of any freehold or leasehold land notice of an incumbrance affecting such land has been entered on the register, the cessation of which is required to be notified under the 19th section of the Act, the applicant shall, in case there has been any dealing with, or transmission of, or interest created or arisen in such incumbrance not appearing on the register, leave in the office an abstract of his title to make the application, and prove the same in the usual way, and the matter shall be proceeded with in the mode provided in the cases of examination of title on registration, subject to any special directions of the registrar. Where there has been no dealing with the incumbrance the applicant shall produce the instrument of incumbrance with a release or receipt thereon signed by the incumbrancer, whose signature and identity shall be duly verified. The registrar, upon being satisfied of the cessation of an incumbrance, shall notify the same by cancelling, where convenient, the original entry, or otherwise by entering on the register the fact of such cessation. This rule shall, where applicable, extend to applications to notify the determination of any lease of registered leasehold land under the 20th section of the Act.

Notice of Lease or Agreement.

28. Every application to register notice of a lease or agreement under the 50th and 51st sections of the Act shall contain a concise statement of the terms of the

lease or agreement for a lease to be noticed. If the registered proprietor of the land does not concur, and a copy only of the original lease or agreement is deposited with the registrar with the order of the court authorizing the registration of the notice, the lease or agreement shall be produced for comparison with the copy. If the registered proprietor concur, he shall be a party to and sign the application, and his signature shall be attested by a solicitor and duly verified, and the application shall state the terms of the notice proposed to be entered, but such terms shall be subject to the approval of the registrar.

The lease or agreement shall be left with the application, and shall be stamped to show that a notice of it has been entered upon the register.

(To be continued.)

PUBLIC COMPANIES.

Jan. 14, 1878.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94	Annuities, April, '88, 94
Ditto for Account, Feb. 2, 94	Do. (Red Sea T.) Aug. 1868
Do 3 per Cent. Redwood, 94	Ex Billa, £1000, 24 per Ct. 5 pm.
New 3 per Cent., 94	Ditto, £500, Do, 5 pm.
Do. 3 per Cent., Jan. '94	Ditto, £100 & £200, 5 pm.
Do. 3 per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '78	Ct. (last half-year), 289
Annuities, Jan. '80—	Ditto or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 107 1/2	Ditto 5 per Cent., May, '79, 95
Ditto for Account.—	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 106	April, '64
Ditto, ditto, Certificates—	Do. Do, 5 per Cent., Aug. 73
Ditto Enforced Ppr., 4 per Cent. 89	Do. Bonds, 4 per Cent. £1000
2nd. Inf. Fr., 5 per C., Jan. '72	Ditto, ditto, under £1000

MONY MARKET AND CITY INTELLIGENCE.

The Bank rate remains unaltered at 5 per cent., but the return shows an improvement of $7\frac{1}{2}$ per cent. in the proportion of reserve to liabilities, making it now $36\frac{1}{2}$ per cent. In the foreign market Egyptians have fluctuated considerably, but there has not been much change in other stocks. The home railway market has been rather depressed in consequence of the dividends already announced not having come up to expectation. Consols close at 93 $\frac{1}{2}$ to 94 for money, and 94 to 94 $\frac{1}{2}$ for account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRANDON—Jan. 7, at Oakbrook, Hammersmith, the wife of Gabriel S. Brandon, of a son.
GIBSON—Jan. 7, at Maiden Cross, Hexham, the wife of Wilfrid Gibson, solicitor, of a son.
HAYNES—Jan. 12, at Wellesley-road, Croydon, the wife of John Haynes, solicitor, of a son.
JEPHSON—Jan. 9, at 72, St. George's-road, Warwick-square, the wife of James Jephson, of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGES.

KING—YETTS—Jan. 4, Joseph E. S. King, of 16, North-buildings, Finsbury-circus, E.C., solicitor, to Mary Musket, the youngest daughter of Joseph Musket Yetts, of Marsh House, Homerton.
LITTLE—BRAMSTON—Oct. 26, 1875, at the Fortitude Valley Church, Brisbane, Queensland, Robert Little, Crown Solicitor of Queensland, to Eliza Harriet, second daughter of the late T. W. Bramston, of Skreens, Essex.
PILCHER—HANCOCK—Jan. 4, at the parish church, Hendon, William Pilcher, solicitor, of Sedley-place, Oxford-street, and 4, Belaise-road, St. John's-wood, to Constance (Dolly), youngest daughter of C. F. Hancock, of Hendon Hall, Middlesex, and William, Herts.

DEATHS.

ALDHAM—Jan. 12, at 6, St. George's-terrace, Barnaby-park, Elizabeth, the beloved wife of George Aldham, solicitor.
JOYCE—Jan. 6, at his residence, 12, Endsley-street, Tavistock-square, Samuel Joyce, Q.C., one of the masters of the bench of the Honourable Society of Gray's Inn.
SCHULTES—Jan. 8, at 99, Cambridge-street, Warwick-square, Pimlico, Frances, widow of Henry Schultes, of Austinfriars, solicitor, aged 78.
WESTON—Jan. 6, at Brackley, Northamptonshire, Mary, the beloved wife of Arthur Weston, solicitor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Jan. 7, 1876.

Cope, John Alexander Mainley, and Henry Rose, 27, Great George st, Westminster, Solicitors and Parliamentary Agents. Jan 4
Newman, Edmund, and John Payne, 15, Clifford's inn, Fleet st, Attorneys and Solicitors. Dec 31

Winding up of Joint Stock Companies.

FRIDAY, Jan. 7, 1876.

LIMITED IN CHANCERY.

Welsh Steam Coal Collieries, Limited.—Petition for winding up, presented Dec 17, directed to be heard before the M.R. on Jan 15. Miller and Miller, Sherborne lane, solicitors for the petitioner.

TUESDAY, Jan. 11, 1876.

LIMITED IN CHANCERY.

Charlton Ironworks Company, Limited.—The M.R. has fixed Thursday, Jan 20, at 11, at his chambers, for the appointment of an official liquidator.

Greenville, Harston, and Co., Limited.—Petition for winding up, presented Jan 4, directed to be heard before V.C. Malins on Jan 21. Lane, Lombard court, petitioner.

Saturn Silver Mining Company of Utah, Limited.—Petition for winding up, presented Jan 5, directed to be heard before V.C. Malins on Jan 21. Heritage, Nicholas lane, solicitor for the petitioner.

Swansea Collieries Company, Limited.—Petition for winding up, presented Jan 8, directed to be heard before V.C. Malins, on Jan 21. Snell, George st, Mansion House, solicitor for the petitioners.

STANNARIES OF CORNWALL.

North Rosewarne Mining Company.—By an order made by the Vice-Warden, dated Jan 6 it was ordered that the above company should wound up by this court. Hodge and Co, Truro, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Jan. 11, 1876.

Bank of England Lodge of the Order of Druids, Bridge Inn, Enville st, Stourbridge, Worcester. Jan 4

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 7, 1876.

Adams, Josiah, Rowherrow, Somerset, Publican. Feb 14. James and Simmons, Wington

Allen, William, Landport, Hants, Timber Merchant. Feb 29. Edgecombe and Cole, Portsea

Brooks, William, Harborne, Stafford, Gent. March 10. Canning and Canning, Birmingham

Buckley, Henry Hall, Stalybridge, Cheshire, Innkeeper. Feb 15. Toy and Broadbent, Ashton-under-Lyne

Campbell, John, Brighton, Sussex, Lieut Col Retired List Bengal Estab. Feb 15. Dunster, Henrietta st, Cavendish square

Crocker, Roger, Wadfield, Devon. March 25. White and Digley, Launceston, Cornwall

Croft, James Sanderson, Hyde, Cheshire. Jan 21. Smith, Hyde

Duckworth, Henry, Hadley, Middlesex, Farmer. March 1. Jameson, Verulam buildings, Gray's inn

Gillet, Joseph, Thames Ditton, Surrey, Esq. March 1. Masterman and Co, Aldersgate st

Gray, John, New Windsor, Berks, Ostler. Feb 8. Phillips, New Windsor

Kemp, Edward, New Bond st, Goods Canvasser. Feb 15. Coopers, Newcastle-under-Lyme

Langford, Richard, Canton st, Staines rd, Poplar, Engineer. Feb 1. Horsley, Gresham buildings, Basinghall st

Lawson, John Wilkinson, South Shields, Durham, Accountant. Feb 1. Blair, South Shields

Lund, Eliza Jane, De Crespigny park, Denmark hill. Feb 28. Mortimer, Clifford's inn

Reynolds, James, Leytonstone, Essex, Gent. March 1. Windus, Epping

Sheffield, Dame Julia Brigida, Portland place. Feb 14. Wynne and Son, Lincoln's inn fields

Sheppard, Frederick, Folkington, Sussex, Esq. Feb 15. Parson, Abchurch House, Sherborne lane

Sherren, Barbara, Wareham, Dorset. March 1. Lacey and Son, Bournemouth

Smith, Henry Cecil, Maidstone, Kent, Surgeon. March 1. Stenning, Maidstone

Wilson, Joseph, Swinton bridge, York, Glass Bottle Manufacturer. March 1. Harrop, Swinton

Wolton, Sarah, Epping, Essex. March 1. Windus, Epping

Woolbert, Henry Robert, Royal Robert, Notting hill, Civil Engineer. Feb 14. Vallance and Vallance, Essex st, Strand

TUESDAY, Jan. 11, 1876.

Anderson, James Spottiswood, Clarendon rd, Putney, Esq. Feb 11. Dunby, Frederick's place, Old Jewry

Back, William Henry, Doughty st, Artist. March 1. Crafter, Blackfriars rd

Bishop, William, Chestow villas west, Notting hill, Esq. April 1. Crouch and Spencer, Queen Victoria st, Mansion House

Brown, William, Salford, Lancashire, Licensed Victualler. March 8. Cobbett and Co, Manchester

Caddy, Johanna Lane, Appledore, Devon. Jan 28. Hole and Peard, Bideford

Carter, Thomas, Liverpool, Gent. Feb 1. Lawrence and Dixon, Liverpool

Crawshaw, John, Huddersfield, York, Colliery Proprietor. April 1. Scholefield and Son, Dewsbury

Davies, Richard, Parramatta, New South Wales, Schoolmaster. Oct 1. Capron and Co, Savile st, Conduit st

Dawson, Henry, Keswick, Cumberland, Esq. March 1. Bateson and Co, Liverpool

Edleston, John, Blackburn, Lancashire, Farmer. Feb 16. Polding, Blackburn

Ellis, Wynn, Cadogan place, Esq. Feb 29. Parker and Co, St Paul's churchyard

Fordham, John, Kneeworth, Cambridge, Gent. Feb 11. Rickards and Walker, Lincoln's inn fields

Franklin, James, Halifax, York, Gent. Feb 29. Franklin, Halifax

Fretwell, Mary, Doncaster, York, Trunk Maker. March 6. Collinson and Co, Doncaster

Harrison, Elizabeth, Bollington, Cheshire. March 7. Hand, Macclesfield

Hodgkin, Sarah Frances, Finborough rd, West Brompton. Feb 9. Richards, Warwick st, Regent st

Hughes, Thomas, Everton, Liverpool, Quarry Agent. Feb 1. Lawrence and Dixon, Liverpool

Keating, James Singer, Westbourne park crescent, Esq. April 15. Palmer and Co, Trafalgar square, Charing cross

Klison, William, Stratford, Essex, Gent. Feb 14. Hilleary, Fenchurch buildings

Knock, Thomas, Lewisham, Kent, Licensed Victualler. March 31. Bristol

Mackenzie, George, Adelaide rd, Haverstock hill, Gent. March 1. Richardson and Co, Liverpool

Mashman, William, Charlotte st, Portland place, Gent. March 25. Hudson, Furnival's inn

Moore, John, Longhirst, Northumberland, Farmer. Feb 16. Nicholson, Morpeth

Morton, Benjamin, Wellesley Court, Croydon, Esq. Feb 14. Drake and Son, Cloak lane

Orford, William, Lea Bridge rd. March 25. Hudson, Furnival's inn

Perry, George, Croydon, Surrey. Feb 7. Baxters and Co, Victoria st, Westminster

Perry, William James, Tothill st, Westminster. Feb 7. Baxters and Co, Victoria st, Westminster

Ramsay, Rachel, North Shields, Northumberland, Brassfounder. March 1. Duncan and Duncan, South Shields

Raven, Henry Taylor, Lewisham, Kent, Solicitor. March 1. Haven and Here, Harcourt buildings, Temple

Rose, Eustace Henry, Trezunter rd, West Brompton, Esq. Feb 21. Meredith and Co, New square, Lincoln's inn

Shove, Samuel, Lee, Kent, Gent. March 31. Bristol, London st, Greenwich

Stroud, Thomas, Clewer, Berks, Esq. Feb 14. Drake and Son, Cloak lane, Cannon st

Stubbs, John Pountney, Rock Ferry, Cheshire, Stockbroker. Feb 14. Wright and Co, Liverpool

Trevilian, James Harington, Southampton, Esq. March 25. Burns and Books, Bath

Walford, Elizabeth Ann, Hampstead Asylum. March 10. Mole, Walbrook

Walker, Joseph, Dowsbury, York, Wool Buyer. March 1. Scholefield and Son, Dewsbury

Wass, Joseph, Archway Tavern, Holloway, Retired Licensed Victualler. March 1. Crafter, Blackfriars rd, Southwark

Wheatstone, Sir Charles, Park crescent, Portland place, Knt. March 1. Minter and Co, Bedford row

Wyatt, Joseph, Bedford row. March 25. Hudson, Furnival's inn

BANKRUPTS.

FRIDAY, Jan. 7, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allen, James, Spring terrace, Vauxhall walk, Lambeth, Beer Retailer. Pet Jan 3. Brougham. Jan 21 at 12.30

TUESDAY, Jan. 11, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Hunter, Daniel Murchie, Wandsworth rd, out of business. Pet Jan 4. Willoughby. Wandsworth, Jan 35 at 11

Hutchison, Alexander, Bristol, Bookseller. Pet Jan 8. Harley. Bristol, Jan 26 at 2

Mackinlay, Archibald, Gateshead, Durham, Iron Merchant. Pet Dec 7. Mortimer. Newcastle, Jan 22 at 12

Van Haagen, James William Folkert, Meyrick rd, Clapham Junction. Licensed Victualler. Pet Nov 16. Willoughby. Wandsworth, Feb 4 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 7, 1876.

Driscoll, Denis, Tooley st, Southwark, Chandler's Shop Keeper. Nov 3. Taylor, Walter, Stroud, Gloucester, Plasterer. Jan 4

Unwin, Henry Goeling, Low Leyton, Essex, out of business. Dec 24

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 7, 1876.

Adrahams, Isaiah, City rd, Lead Merchant. Jan 18 at 2 at the Cannon at Hotel. Stopher, Coleman st

Adams, William, Birmingham, Hciser. Jan 17 at 12 at offices of Fal-lows, Cherry st, Birmingham

Allen, Bernard John, Willis's place, Buckingham Palace rd, Hosier. Jan 15 at 12 at offices of Abiet, Cambridge terrace, Hyde park

Archer, James, Wynford terrace, Lower rd, Rotherhithe, Tailor. Jan 26 at 2 at offices of Brown, Basinghall st

Atkinson, Robert Davison, Winterton, Lincoln, Nurseryman. Jan 17 at 11 at offices of Grange and Winttingham, West St Mary's gate, Great Grimsby

Austin, William, Tipton, Stafford, Grocer. Jan 15 at 11 at offices of Horner, High st, Brierly hill

Badley, Thomas William Weston, King's Lynn, Norfolk, Tobacconist. Jan 19 at 2 at offices of Nurse and Derry, St James st, King's Lynn

Baker, Ann, Padsey, York, Grocer. Jan 22 at 10 at offices of Berry and Robinson, Charles st, Bradford

Bell, Frederic Thomas Blockley, Wolverhampton, Stafford, Assistant to a Provision Dealer. Jan 22 at 10.30 at offices of Stratton and Rud-land, Queen st, Wolverhampton

Barber, Alfred, Great Grimsby, Lincoln, Fish Merchant. Jan 23 at 11 at offices of Grange and Winttingham, West St Mary's gate, Great Grimsby

Barnett, John Reeve, Wolverhampton, Stafford, Dyer. Jan 21 at 12 at offices of Stratton and Rudland, Queen st, Wolverhampton

Barrett, Henry William, Moss Side, Linsmore, out of business. Jan 21 at 3 at offices of Gardner, Brown st, Manchester

Barrett, William Henry, Southsea, Hants, Baker. Jan 21 at 10 at offices of Blake, Union st, Portsea

Bannett, Samu-l, Manchester. Brassfounder. Jan 26 at 2 at offices of Grundy and Kershaw, Booth st, Manchester

Black, William Henry, Romford, Essex, Builder. Jan 28 at 12 at offices of Preston, Mark lane

Blackmore, Robert, Mayville st, Stoke Newington green, Architect. Jan 18 at 2 at 145, Chesham st. Haynes, Ironmonger lane

Blanford, William, Batley, York, Coal Merchant. Jan 20 at 3 at offices of Iberson, Dewsbury

Boit, Simon, Gunnislake, Colchester, Cornwall, Shopkeeper. Jan 18 at 1 at offices of Bridgman and Johnstone, Princess square, Plymouth

Boucher, George Henry, Cheltenham, Gloucester, Carpenter. Jan 29 at 10 at offices of Smith, Corn Exchange, Cheltenham

Bradley, James, Morley, York, Cloth Manufacturer. Jan 15 at 2 at offices of Walker, East parade, Leeds

Broad, Thomas, Weston-super-Mare, Somerset, Draper. Jan 18 at 1 at offices of Williams and Co, The Exchange, Bristol. Brittan and Co, Bristol

Brown, Eliza Maria, and Thomas James Brown, Victoria st, King Edward rd, Hackney, Connectioners. Jan 24 at 12 at offices of Chubb, Pancras lane

Cable, Frank Edward, Lingham st, Stokewell, Writtr. Jan 25 at 3 at offices of Sturt, Southwark

Capitanos, Stavray Panagioti, Finsbury circus, Merchant. Feb 2 at 3 at offices of Chandler, Coleman st. Morgan and Co, Moorgate st

Chibnall, Samuel, Bedford, Builder. Jan 20 at 11 at offices of Conquest and Clark, Duke st, Bedford

Cliff, John, Liverpool, Grocer. Jan 21 at 2 at offices of Fowler, Cable st, Liverpool

Cooper, Joseph, Burton-on-Trent, Stafford, Hatter. Jan 21 at 3 at offices of Parsons, Wheelersgate, Nottingham

Coppen, Eliza, Great Warley, Essex, Farmer. Jan 18 at 1.30 at the White Hart Hotel, Romford. Morley and Shireff, Palmerston buildings, Old Broad st

Cox, John, Hunsler, Leeds, Hatter. Jan 18 at 2 at offices of Emsley, East parade, Leeds

Croft, James, Camlingay, Cambridge, Innkeeper. Jan 19 at 11 at offices of Raynes, Deodar

Daires, Frederic, Swindon, Wilts, Auctioneer. Jan 18 at 12 at the Queen's Arms Hotel, New Swindon

Darnborough, David, Castleford, York, Innkeeper. Jan 20 at 2 at offices of Hardwick, Infirmary st, Leeds

D'Arcy, Joseph William, and Walter Richard Jackson, Epsom, Surrey, Hotel Proprietors. Jan 21 at 1 at the Guildhall Tavern, Gresham st. Vanderpump, Gray's inn square

Dronke, Ernest, Liverpool, Commission Agent. Jan 21 at 3 at offices of Gibb and Bolland, South John st, Liverpool. Norris and Sons, Liverpool

Ducker, John, Edingthorpe, Norfolk, Farmer. Jan 18 at 12 at offices of Wilkinson, North Walsham. Tillet

Duffy, James, Newcastle-upon-Tyne, Cabinet Maker. Jan 21 at 3 at offices of Chartres and Youll, Grainger st west, Newcastle-upon-Tyne

Evans, John Morgan, Gravel lane, Southwark, Dairyman. Jan 21 at 3 at offices of Evans and Eagles, John st, Bedford row

Flanagan, Michael, Holmfirth, York, General Dealer. Jan 21 at 3 at offices of Booth, John William st, Huddersfield

Flemantle, Richard, Landport, Hants, Oil Merchant. Jan 20 at 3 at offices of Feltham, St James's st, Portsea

French, Charles Percival, Bishopstoke, Hants, Baker. Jan 24 at 3 at offices of Shuttle, Portland st, Southampton

Goodey, James Reuel, Barking, Essex, Builder. Jan 28 at 1 at offices of Preston, Mark lane

Grove, John, Lyme Regis, Dorset, Innkeeper. Jan 24 at 12 at the George Hotel, Axminster. Kirzeil, Exeter

Grundy, William Isaac, Kingston-upon-Hull, Hatter. Jan 19 at 12 at offices of Broad and Shires, Bishop lane, Kingston-upon-Hull

Hartley, David, Leeds, Overlooker. Jan 20 at 11 at offices of Perns, Bank st, Leeds

Hayward, Phillip, West Bromwich, Stafford, Iron Dealer. Jan 21 at 11 at offices of Topham, High st, West Bromwich

Heath, William Henry, Ludham, Norfolk, Farmer. Jan 19 at 12 at offices of Emerson and Sparrow, Rampant Horse st, Norwich

Hiscope, John, Hackney rd, Boot Manufacturer. Jan 15 at 10.15 at offices of Hicks, Globe rd, Mile end

Hunter, James, Tarnabach, Brecon, Rail Inspector. Jan 22 at 11 at offices of Harris, Morgan st, Tredegar

Jacobs, Benjamin, Darby, Clothier. Jan 18 at 2 at offices of Briggs, Amen alley, Derby

Jeffries, John Thomas, Stamford terrace, Fulham, Builder. Jan 21 at 2 at offices of Breckles, Guildhall chambers, Basinghall st. Elam, Newgate st

Jones, George Henry, Eton Wick rd, Bucks, Upholsterer. Jan 27 at 3 at offices of Durant, Clarence villas, Windsor

Jones, Jane, Norpho, Flint, Butcher. Jan 20 at 12 at the Black Lion Hotel, Mold. Davies, Holywell

Jones, Thomas, Kilmoch st, Horney rd, Cowkeeper. Jan 20 at 3 at offices of Evans and Eagles, John st, Bedford row

Kerridge, George Stanley, St Leonards-on-sea, Sussex, Butcher. Jan 19 at 12 at the Havelock Hotel, Hastings. Langham, Hastings

Knight, William Porter, Lincoln, Maltster. Jan 22 at 11 at offices of Toyne and Co, Bank st, Lincoln

Lacey, James, Cornwall rd, Kensington park, Timber Dealer. Jan 14 at 3 at offices of Cooper, Chancery lane

Lake, William Barton, Wakefield, York, Haberdasher. Jan 22 at 11 at Dabry's Hotel, Kirkstede, Wakefield. Wainwright, Wakefield

Lewis, John, Leeds, Milliner. Jan 10 at 3 at offices of Pullan, Bank chambers, Park row, Leeds

Lewis, William Francis, Monmouth, Newport, out of business. Jan 21 at 1 at the King's Head Hotel, Newport. Evans

Longbottom, Jonathan, and Jonathan Edward Longbottom, Costock, Nottingham, Farmers. Jan 20 at 1 at offices of Harvey, Spalding

Lovell, Mary Ann, Exeter, Milliner. Jan 21 at 12 at the Castle Hotel, Castle st, Exeter. Flood, Exeter

Mallett, William, Lowestoft, Suffolk, Fishing Boat Owner. Jan 21 at 12 at offices of Seago, High st, Lowestoft

May, Thomas, Barnstable, Devon, Hotel Keeper. Jan 25 at 3 at the Royal and Fortescue Hotel, Barnstable. Jermain, Exeter

Murdock, Alexander, Manchester, Licensed Victualler. Jan 28 at 11 at the Clarence Hotel, Spring gardens, Manchester. Smith, Manchester

Naylor, William, Leeds, Herring Curer. Jan 25 at 3 at offices of Billington, Oxford row, Leeds

Nourick, Eugene, St Peter st, Islington, Dealer in Onyx. Jan 19 at 3 at offices of Lewis, Hatton garden, Holborn

Neville, Henry Per cy, Hartlepool, Durham, Marine Artist. Jan 28 at 2 at offices of Edgar, Town wall, Hartlepool

Pearson, Noah, Dewsbury, York, Cloth Finisher. Jan 18 at 3 at offices of Iberson, Dewsbury

Pugh, Richard Harris, Liverpool, Milliner. Jan 24 at 12 at 145 Chesham st. Deane, Liverpool

Reeve, John, South st, St George's rd, Lambeth, Cab Driver. Jan 19, at 3 at offices of Hicklin and Washington, Trinity square, Southwark

Robertson, William, Loweham, Nottingham, Grazier. Jan 24 at 12 at offices of Dawson and Wright, Weekday cross, Nottingham

Rollinson, John William, Huddersfield, York, Fruiterer. Jan 20 at 11 at offices of Barker and Sons, East-st buildings, Huddersfield

Russell, William, Shrewsbury, Salop, Farmer. Jan 19 at 11 at offices of Morris, Swan hill, Shrewsbury

Schott, Jacob, and William Edwards, Sunderland, Durham, Oilskin Manufacturers. Jan 17 at 11 at offices of Graham and Graham, John st, Sunderland

Sergeant, Frederick Charles Lewis, West Bromwich, Stafford, Coal Merchant. Jan 26 at 11 at offices of Caddick, New st, West Bromwich

Sharland, Thomas, Exeter, Joiner. Jan 27 at 11 at offices of Fryar, Gandy st, Exeter

Sims, Richard, Temple st, Licensed Victualler. Jan 25 at 3 at offices of Leary and Co, Abdon chambers, Moorgate

Smith, John, Southampton st, Camberwell, Timber Merchant. Jan 22 at 11 at offices of Doyle, Carey st, Lincoln's inn

Steward, George Fergus, Norwich, Boot Manufacturer. Jan 20 at 11 at offices of Winter and Francis, St Giles st, Norwich

Styche, Thomas Henry, Kingston-upon-Hull, China Dealer. Jan 19 at 11 at offices of Pickering, Parliament st, Kingston-upon-Hull. Watson and Son

Tate, John Dawson, Whitehaven, Cumberland, Furniturs Dealer. Jan 21 at 12 at offices of Atter, New Lowther st, Whitehaven

Thompson, Richard, and William Richard Thompson, Birmingham, Ship Lamp Manufacturers. Jan 19 at 2 at Dingiey's Hotel, Moor st, Birmingham. Cheston, Birmingham

Troughton, Robert, Kendal, Westmorland, Builder. Jan 19 at 11 at offices of Bolton, Kent st, Kendal

Waltho, William, Little London, Stafford, Boot Maker. Jan 22 at 3 at offices of Rhodes, King st, Wolverhampton

Ward, Henry, Ipswich, Suffolk, Steamboat Owner. Jan 21 at 12 at offices of Jackson and Sons, Silent st, Ipswich

Watson, Alfred, Bradford, York, Greengrocer. Jan 19 at 3 at offices of Baker, Commercial Bank buildings, Bradford

Weatherill, William, North Grimston, York, Farmer. Jan 20 at 11 at offices of Jackson, Malton

Weaver, John, Stafford, Tipton, Manager in Boot Trade. Jan 14 at 11 at offices of Travis, Church lane, Tipton

Webb, Henry Albert, Gloucester, Goldsmith. Jan 19 at 12 at the Queen's Hotel, Birmingham. Taynton and Son

Whitehouse, Henry Wright, Phoenix st, Somers town, Grocer. Jan 25 at 11 at offices of Levering and Co, Gresham st. Punter, Gutter lane

Williams, William Pritchard, Fein Cln, Carnarvon, Grocer. Jan 22 at 2 at 6, Market st, Carnarvon. Jones and Roberts

Wilson, Thomas Edward, Walland, Northumberland, Cement Manufacturer. Feb 14 at 12 at offices of Watson, Pilgrim st, Newcastle-upon-Tyne

Woolrich, Peter, Crews, Cheshire, Grocer. Jan 26 at 2 at the Royal Hotel, Crews. Lisle, Nantwich

Young, James Henry, Widnes, Lancashire, Coal Merchant. Jan 21 at 12 at Boothby's George Hotel, Lime st, Liverpool. Bessey and Oppenheim, Widnes

TUESDAY, Jan. 11, 1876.

Alley, Richard Waring, Edgbaston, Birmingham, Milliner. Jan 24 at 12 at offices of Cuttrell, Newhall st, Birmingham

Barnett, Solomon, Hackney rd, Lead Merchant. Jan 26 at 2 at the Guildhall Hotel, Gresham st. Rooks and Co, King st, Chesham

Bedford, George, Portcawl, Glamorgan, Accountant. Jan 21 at 3 at offices of Tennant, Aberavon

Bell, James, Wild's rents, Bermondsey, Leather Merchant. Jan 20 at 11 at offices of Parry, Basinghall st

Bakeley, Isakab, Wolverhampton, Stafford, Coal Dealer. Jan 29 at 2 at offices of Rhodes, King st, Wolverhampton

Bunker, William, Langley moor, Durham, Watch Maker. Jan 25 at 11 at offices of Chambers, Sadler st, Durham

Burge, Edwin, Shrewsbury, Salop, Mercer. Jan 24 at 11 at offices of Clarke, Swan hill, Shrewsbury

Charter, George William, Somersham, Huntingdon, Miller. Jan 28 at 12 at offices of Fosters and Lawrence, Green st, Cambridge

Chown, John, King st, Chesham, Woollen Warehouseman. Jan 24 at 12 at offices of Levering and Co, Gresham st. Punter, Gutter lane

Clark, George Timothy, Nelson, Hartlepool, Durham, Engineer. Jan 27 at 3 at 64, Church st, West Hartlepool. Bell

Caydon, George, New Charlton, Kent, Coal Merchant. Jan 21 at 2 at offices of Carter and Bell, Eastcheap

Clayton, John, Brighouse, York, Painter. Jan 25 at 3 at offices of Barber, Church st, Brighouse

Cohen, Bernard, Liverpool, Glass Dealer. Feb 4 at 3 at offices of Vine, Dale st, Liverpool. Ponton, Liverpool

Collier, John Arthur, Warwick, Boot Maker. Jan 20 at 12 at offices of Sanders, Church st, Warwick

Cosbey, George Darioy, Whitmore, Stafford, Schoolmaster. Jan 10 at 4 at offices of Turner, Abdon st, Hanley

Cropper, Samuel, Gresham st, Merchant. Jan 31 at 2 at offices of Michael, Great Winchester st

Davis, James Andrew, Ruffall, Salop, Farmer. Jan 27 at 1 at the Crown Hotel, Bridgnorth. Marston, Ludlow

Dawson, John, Lincoln, Boot Maker. Jan 24 at 11 at offices of Burton and Sonner, Lincoln

Diplock, Samuel, West Malling, Kent, out of business. Jan 27 at 2.30 at 13, East st, Maidstone. North and Son, Maidstone

Doubleday, Henry Watts, Preston, Lancashire, Grocer. Jan 26 at 2 at offices of Cooper, Chapel st, Preston

Elton, Samuel, Oldham, Lancashire, Innkeeper. Jan 24 at 3 at offices of Ascroft and Sons, Clegg st, Oldham

Genese, Samuel, Liverpool, Travelling Jeweller. Jan 24 at 2 at offices of Peacock and Cooper, Union court, Castle st, Liverpool

Goaling, Robert, Hadfield, Suffolk, Engineer. Jan 26 at 2 at the Black Swan Inn, Ipswich. Cooper, Chancery lane

Hugh, Benjamin, East Ferry rd, Cubitt town, Coppersmith. Jan 20 at 3 at offices of Swaine, Chesapeake

Hall, James, Halifax, York. Jan 24 at 11 at offices of Shackleton, George st, Halifax

Hammond, William, Southampton, Butcher. Jan 20 at 3 at offices of Whitaker, Sussex rd, Southampton. Shuttle, Southampton

Hart, John, Southport, Lancashire, out of business. Jan 24 at 3 at offices of Quinn and Sons, Lord st, Liverpool

Harris, Thomas Henry, St Peter's st, Mile End, Tea Dealer. Jan 18 at 3 at offices of Barnett, New Broad st

Haskell, Paul Noonce, Tottenham court rd, Jeweller. Jan 21 at 3 at offices of Dod and Longstaffe, Berners st, Oxford

Hauptman, Edmund, Hanley, Stafford, Glass Engraver. Jan 24 at 11 at offices of Tomkinson and Furnival, Hanover st, Burslem

Henry, Judah, High st, Woolwich, Tailor. Jan 24 at 12 at offices of Fletcher, New Broad st

Herdman, Garvin Albert, Liverpool, Accountant. Jan 27 at 1 at offices of Browne, Dale st, Liverpool

Heuer, Daniel, and Dawson Humble, Fowkes's buildings, Great Tower st, Merchants. Jan 21 at 1 at offices of Crump, King st, Chesapeake

Hob, Jacob, Sheffield, Commercial Traveller. Jan 24 at 13 at offices of Binney and Sons, Queen at chambers, Sheffield

Hughes, John Lewis, Liverpool, Lithographic Printer. Jan 28 at 3 at the Clarendon Rooms, South John st, Liverpool

Hulbert, Henry Fisher, Manchester, Tile Contractor. Jan 28 at 3 at offices of Eastwood, Princess st, Manchester. Watson, Dewsbury

Hurt, Joseph Henry, and William Fowkes, Manchester, Boot Manufacturers. Jan 31 at 11 at offices of Sampson, South King st, Manchester

Hunter, Thomas, and John Steen, Barrow-in-Furness, Licensed Victuallers. Jan 20 at 10 at the Victoria Hotel, Church st, Barrow-in-Furness

Bradshaw and Pearson, Barrow-in-Furness

Huntin, Charles William, Castle terrace, High st, Lower Norwood, Builder. Jan 25 at 1 at offices of Barron, Queen st, Cannon st

Inber, George William, and Edwin Saint Aubyn Angove, Southampton, Builders' Factors. Jan 21 at 3 at offices of Edmonds and Co, High st, Southampton. Shuttle, Southampton

Jackson, Robert John, Wellington, Durham, Porter Merchant. Jan 28 at 12 at the Waterloo Hotel, Durham. Rignall, jun, Durham

James, Thomas, Blackwood, Monmouth, Grocer. Jan 24 at 11 at offices of Larnard and Co, Small st, Bristol. Harris, Tredgare

Jones, William, jun, Newport, Monmouth, Painter. Jan 19 at 3 at offices of Bradgate, Dock st, Newport

Kemp, Richard, Birmingham, Grocer. Jan 24 at 13 at offices of Smith, Temple st, Birmingham

Kettle, William, Nelson rd, Peckham, Plasterer. Jan 20 at 4 at offices of Cogswell, Railway approach. Gruber, Railway approach, London bridge

Ladbroke, James, sen, Hautbois, Norfolk, Farmer. Jan 22 at 2 at offices of Emerson and Sparrow, Rampsay, Essex st, Norwich

Ladbroke, James, jun, Hautbois, Norfolk, Farmer. Jan 22 at 12 at offices of Emerson and Sparrow, Rampant Hoar st, Norwich

Lodge, Robert, Gloucester, Chemist. Jan 24 at 10 at 3, Essex place. Rodney terrace, Cheltenham. Marshall

Longacre, Isaac, Eamont bridge, Westmorland, Innkeeper. Jan 27 at 2 at the Old Crown Hotel, King st, Penrith. Cant, Appleby

Mauds, Joseph Alfred, Knottingley, York, Draper. Jan 25 at 2 at offices of Boulton, Pontefract

McBermid, Colin, Middlesbrough, York, Builders' Merchant. Jan 22 at 10 at offices of Beik and Farrington, Corporation Hall, North st, Middlesbrough

McMann, Dennick, Bishop Auckland, Durham, Draper. Jan 19 at 11 at offices of Robinson, Chancery lane, Durham

McMichael, Robert, King's Norton, Worcester, Travelling Draper. Jan 18 at 11 at offices of Jory, Moor st, Birmingham

Mellor, Sam Sykes, Sheffield, Draper. Jan 24 at 11 at offices of Binney and Sons, Queen at chambers, Sheffield

Moore, Joseph Edward, Birmingham, Milliner. Jan 30 at 3 at offices of Jaques, Cherry st, Birmingham

Morgan, Edward, Felin Gerwe, Glamorgan, Miller. Jan 26 at 1 at offices of Alexander Brothers, Institute chambers, Pontypridd. Davis, Cardiff

Morris, Edward, Preston, Lancashire, Boot Dealer. Jan 27 at 11 at offices of Thompson, Chapel st, Preston

Morris, George, Kensington High st, Essex. Jan 26 at 3 at the Guildhall Tavern, Gresham st, Smith, Chancery lane

Moss, William, Little Dean, Gloucester, Innkeeper. Jan 26 at 2 at offices of Minnett and Co, St Mary st, Ross

Nugent, Edward, Waterloo, nr Liverpool, Slater. Jan 31 at 1 at offices of Brown, Dale st, Liverpool

Okey, George, New Headington, nr Oxford, Smith. Jan 28 at 2 at 28, Pembroke st, Oxford. Cooper, Chancery lane

Owen, George, Birmingham, Retail Brewer. Jan 20 at 10.15 at offices of East, Cherry st, Birmingham

Owen, Richard, Deeping St Nicholas, Lincoln, Farmer. Jan 27 at 1 at the White Hart Hotel, Spalding. Calthorp, Spalding

Preston, John, Tanne's hall, Deptford, Grocer. Jan 21 at 3 at offices of Lockyer, New cross rd, Deptford

Reidington, Henry, Liverpool, Lancashire, Licensed Victualler. Jan 25 at 1 at the Angel Hotel, Dale st, Liverpool

Rereh, James, jun, Oxford st, Valuer. Jan 21 at 3 at the Inns of Court Hotel, High Holborn. Goren, South Molton st, Oxford st

Reid, Edward, Halifax, York, Teacher of Languages. Jan 22 at 11.30 at offices of Shackleton, George st, Halifax

Ridgway, Samuel Abraham, and Hugo Ansholz, Wood st square, Importers of Fancy Goods. Jan 21 at 3 at offices of Hand, Coleman st

Samuel, Sarah, Norfolk square, Brighton, Jan 26 at 3 at offices of Nye, North st, Brighton

Samuel, William, Pencoed, Glamorgan, Grocer. Jan 24 at 13 at the Town Hall chambers, Bridgend. Stockwood, jun

Shaw, Joseph, Sheffield, Oil Merchant. Jan 24 at 2 at offices of Taylor, Norfolk row, Sheffield

Simpson, Daniel, Skipton, York, Shopkeeper. Jan 25 at 2 at offices of Robinson and Robinson, Skipton

Smith, Charles, Liverpool, Dealer in Smallwares. Jan 27 at 11 at offices of Eity, Lord st, Liverpool

Smith, Henry John, Surrey square, Old Kent rd, Publishers' Agent. Jan 19 at 3 at offices of Podmore, Union court, Old Broad st

Stevens, Henry, Bulpham, Essex, Farmer. Jan 20 at 3 at the Bedford Head, Maiden lane, Southampton st, Strand. Button, Henrietta st, Covent garden

Sturges, George, Salisbury, out of business. Jan 24 at 3 at offices of Kelsey and Son, The Clove, Salisbury

Taylor, Edward, Malvern Link, Worcester, Writing Clerk. Jan 21 at 12 at the George Inn, Ludlow. Tree

Tompkins, Benjamin, Bristol, Schoolmaster. Jan 17 at 2 at offices of Denning and Co, Shannon court, Bristol. Cooke and Sons, Bristol

Trattles, Thomas, Staithes, York, Grocer. Jan 21 at 12 at the Fleets Hotel, Darlington. Wooler

Trepess, Walter, Birmingham, Coal Dealer. Jan 21 at 11 at offices of Green, Waterloo st, Birmingham

Upton, Thomas, Sunderland, Durham, Provision Dealer. Jan 21 at 2 at offices of Bell, Lambton st, Sunderland

Wallis, William George, John st, Barnsley, Architect. Jan 27 at 2 at offices of George and Edwards, Wool Exchange, Coleman st, Gregory

Warden, Thomas, Kiveton park, York, Builder. Jan 22 at 12 at offices of Tattershall, Queen st, Sheffield

Wheeler, John, Harborne, Stafford, Builder. Jan 24 at 11 at the Acorn Hotel, Temple st, Birmingham. Robinson and Son, Birmingham

Whiting, Ambrose Goode, King's Lynn, Norfolk, Coal Merchant. Jan 26 at 12 at offices of Glasier and Mason, King st, King's Lynn

Whittingham, George, Edward st, Kennington park rd, Carver. Jan 31 at 3 at offices of Green, Queen st

Whittles, Richard, Britannia, nr Bacup, Lancashire, out of business. Jan 31 at 3 at the Half-way House Inn, Facit, nr Rochdale. Simpson

Wilkins, Robert, Salisbury, Wilt, Shoemaker. Jan 24 at 3 at the Market House, Salisbury. Hodding

Wisdom, John, Chatham, Kent, Butcher. Jan 24 at 13 at offices of Hayward, High st, Rochester

Zaliewsky, Jacob, Sunderland, Durham, Jeweller. Jan 24 at 11 at offices of Graham and Graham, John st, Sunderland

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Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON
BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

Deposits received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

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